

Please review

10/11/22

JACKSON COUNTY CENTRAL
FOOD SERVICE AGREEMENT
2022-2024

AGREEMENT with JACKSON COUNTY CENTRAL SUPPORT PERSONNEL

ARTICLE I - PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 2895, Jackson, Minnesota, hereinafter referred to as the District or School District and the Jackson County Central Education Food Service Personnel.

ARTICLE II - DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Support Personnel: For purposes of this Agreement, the term support personnel shall mean all persons unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, certified units, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year and emergency employees.

Section 3. School District: For purposes of administering this Agreement, the term "School District" shall mean the School Board or its designated representative.

Section 4. Regular Employee: Regular employees are all employees who are scheduled to work more than 14 hours per week and in excess of 67 working days.

ARTICLE III - SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The support personnel recognizes that the School 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The support personnel recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The support personnel recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The support personnel also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any laws, rules, regulations, directives or order shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE IV - EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Support personnel.

ARTICLE V - RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in this agreement are on file in the business office and shall be part of the agreement for a period commencing July 1, 2022 – June 30, 2024.

Subd. 2. The starting hourly wage and maximum hourly wage by each position is: Head Cook \$15.25-\$19.99, Assistant Cook \$13.25-\$17.80, Food Service Assistant and Cashier \$12.00-\$15.11. Current wages will be increased 7.17% per hour in 2022-2023 with no increase in 2023-2024 for all food service staff. Substitute Food Service workers will earn \$11.25 per hour.

Subd. 3. During the duration of this Agreement advancement on any salary shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

Subd. 4. An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

Subd. 5. Any employee required to work more than forty (40) hours a week shall be paid at a rate equal to one and one half times the employee's regular wage for all such overtime hours. All employees must obtain permission from supervisor in advance before working overtime.

Section 2. Pay Period: Employees shall receive pay through direct deposit twice per month. The pay days are on the 15th and last day of the month. Should either of these days fall on a holiday or weekend, the pay day will be on the closest preceding workday.

Section 3. Time: All employees will be paid for actual time assigned and worked as time appears on the employee's time card. Any employee required to work longer than their normal duty day, with their supervisor's approval, will be compensated for that time.

Section 4. Mileage: The District shall pay mileage to all employees who are assigned to travel using their personal vehicle during their work day. Mileage will be paid at the current IRS rate.

ARTICLE VI - HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week - The regular work week, exclusive of lunch, shall be prescribed by the School District each year for regular employees.

Section 2. Basic Work Year: The regular work year shall be prescribed by the School District each year for regular employees.

Subd. 1 District will provide a job notification to all employees prior to August 1st. This notification will include classification, assigned hours, and a calendar of duty days.

Subd. 2 Schedule Changes: With a change in the calendar of duty days, the employee will be rescheduled for another duty day or compensated for the day.

Section 3. Job Openings: Job openings within the District, will be internally posted at the same time as outside posting. Job transfers to these openings will be at the discretion of the School District. The School District's decision shall not be subject to review through the grievance procedure.

Section 4. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School District. Schedules may be modified to meet the needs of students.

Section 5. Lunch Period: Employees shall be provided a duty free lunch period with the exception of those employees required to work during the student noon hour. Such employees shall be provided with another duty free lunch period.

Section 6. Work Breaks: During the work day employees are entitled to take up to 15 minute long breaks twice per day depending upon the length of the employee's work day. The breaks are based on an eight hour day so shorter work days may mean adjusted break periods. Breaks are to be scheduled by mutual consent between the employee and their supervisor.

Section 7. Emergency Closing: In the event that school is closed by an emergency, regular employees will be paid for actual time worked.

Subd. 1 In the event students should become stranded at school, employees will not be required to stay beyond their normal work day. However an employee may volunteer to extend their normal working hours. Such an employee will be compensated at one and one half times their regular wage for any hours beyond their normal scheduled work week with the approval of their supervisor.

Subd. 2 In the event that school is closed after the employees report to work the District will guarantee at least two (2) hours of pay for the day.

Subd. 3 In the event that school is closed for the day due to an emergency, employees can be paid for the normal work day if they complete a day's worth of work on one of the following sources or others to be recommended by the Food Service Director:

School Nutrition Association <https://schoolnutrition.org/education/>

Institute of Child Nutrition <https://theicn.docebosaas.com/learn>

Minnesota Department of Education <https://education.mn.gov/MDE/dse/FNS/SNP/train/Train/>

ARTICLE VII - JOB CLASSIFICATIONS

Section 1. Training: The District shall pay all costs (mileage, meals, registration, etc...) for any assigned training. The School District reserves the right to determine the training needs and assignment of training.

Section 2. Food Service:

- (a.) The District will pay the yearly MSNA dues for each cook. The District will pay the cost of classes and mileage to initially certify or renew certification up to Level 2 for Food Service Assistants and Assistant Cooks and Level 3 for Head Cooks with the School Nutrition Association. The District will also pay the Minnesota Licensed Food Manager initial certification and renewal for the Head Cook and Assistant Cook at each site. The Food Safety Exam must be passed by all employees within six (6) months of their first day of work. Additionally, all Food Service Assistants will have attained MSNA Level I Certification within six (6) months after their first day of work. All Assistant Cooks will have attained MSNA Level 2 Certification within two (2) years after their first day of work. All Head Cooks will have attained MSNA Level 3 Certification within three (3) years of their first day of work. Failure to achieve these certification levels within the specified time periods will cause an employee to lose benefits including, but not limited to, reduction in pay to the next lower scale or lose their position with the school district.
- (b.) The District will provide a uniform allowance for each employee at the beginning of each school year. New and existing employees shall be compensated \$225 for new food service clothing and for food service shoes each year. The uniform allowance can be used for uniform pants, uniform shirts, and shoes. The approved food service employee uniform will be determined by the Food Service Director and Uniform Committee. The uniform allowance will go into effect after 90 days for new employees.

WORK YEAR: Contract days are based on the student contact days set by the District on the tentative calendar each year. For the 2022-2024 school years there will be 174 tentative student days.

WORK DAY: The workday shall be designated by the administration.

ARTICLE VIII - GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law. The District reserves the right to adjust the Minimum Value Plan to conform with any rulings or changes to the Affordable Care Act. The District also reserves the right to change the contribution amount to meet Affordable Care Act requirements to avoid financial penalties.

Section 2. Health and Hospitalization Insurance

Subd. 1. - Single Coverage: The School District shall contribute a sum of not to exceed \$6,252 for 2022-2023 and 2023-24 school years toward the premium for individual coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed and on paid status by the School District. Upon termination of employment, all District contributions shall cease.

Section 5. Eligibility: Benefits provided in this Article shall be prorated based on each employee's assigned days and hours. The following formula shall be used to determine the School District's contribution: Contribution equals total assigned days multiplied by assigned hours per day multiplied by \$3.00 in 2022-23 and 2023-2024. The School District contribution shall not exceed the amounts specified in Section 2 of this Article.

Subd. 1 Benefits are limited to 100% of board share and a 40 hour per week maximum.

Subd. 2 Eligibility is subject to any limitations contained in the contract between the insurance carrier and the School District.

Section 6. Dental and Vision Insurance: The School District will adopt dental and vision insurance plans for its employees. The District will only pay for the administrative fees for these accounts.

ARTICLE IX - REQUESTED LEAVES OF ABSENCE

Section 1. Disability Leave: A food service employee shall earn twelve (12) days per year. Annual disability leave shall accrue monthly as it is earned on a proportionate basis to the work year.

Subd. 1 Unused disability leave days may accumulate to a maximum of 120 days of disability leave per regular employee. When the employee retires by PERA standards and their disability leave has reached 105 days, the District will pay the employee for 5 unused disability leave days.

Subd. 2 Disability leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented attendance at school and performances of duties on that day or days. Disability leave with pay may also be used for absences due to an illness of or injury to the employee's child (through age 18) for such reasonable periods as the employee's attendance with the child may be necessary. Sick leave provisions shall not apply if an employee is injured in a (remunerative) position outside of school employment.

Subd. 3 Disability leave may be used in the event of serious illness or injury to a member of the employee's or the employee's spouse's immediate family to include: (spouse, children, son or daughter in-law, parents, or other relative living in the employee's home). If the child is over 18 years of age, the disability leave will be limited to 2 days per year without additional approval by the superintendent in advance.

Subd. 4 The School 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 disability leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5 Certain state and federal statutes may impact leave time for unit members. While the application of such laws is not subject to review through the Grievance Procedure of this Agreement, so long as these laws are in effect the School District is obligated to follow them. These laws include but are not limited to the Minnesota Sick or Injured Child Care Leave at Minn. Stat. 181.9413 and the Federal Family and Medical Leave Act, Public Law 103-3 1993.

Subd. 6 Sick Leave Bank – each member of this group will be allowed to place one of their disability leave days in an employees' Sick Leave Bank at the beginning of each school year. There will be a Sick Leave Bank Council, made up of one member of each of the employee groups that have this Bank in their agreement with the district and one member of administration. The Council will meet monthly to decide on the requests presented to them. Uses of the Sick Leave Bank may include maternity leave and extended illness.

Section 2 Bereavement: Up to five (5) days of leave shall be allowed in the event of a death in the employee's or the employee's spouse's immediate family (spouse, children, grandchildren, son or daughter in-law, siblings, brother or sister in-law, parents, grandparents, aunts/uncles or other relative living in the employee's home). Additional bereavement leave is subject to the approval of the superintendent. Bereavement leave days are deducted from accumulated disability leave days.

Section 3. Medical Leave:

Subd. 1 An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all disability leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2 A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 4. Child Care Leave: The School District may grant upon request of the employee a child care leave, without pay, to a parent of a minor child, natural or adopted. An employee may take a child care leave of up to one year. The commencement and return date of the child care leave shall be determined by mutual agreement between the employee and the superintendent.

Section 5. Requested Time Off: A regular employee shall have two (2) requested time off days per year for situations that arise requiring the employee's personal attention. Requested time off days are not floating holidays. Requested time off is deducted from accrued disability leave.

Subd. 1 Requests for requested time off must be made in writing to the superintendent at least three (3) days in advance, except in the event of an emergency. Employee's are not required to furnish a reason for the requested time off. At no time shall more than one (1) from each group of employees at each building site be granted requested time off at the same time.

Subd. 2 A requested time off day shall not be granted for the day preceding or the day following holidays or vacations the first and/or last week of the school year and the first and last days of the school term except in the event of emergencies or as previously approved by the superintendent. If requested time off is granted by the superintendent for days immediately preceding or following a holiday or vacations or the first and/or last week of the school year, requested time off will be used up first before unpaid leave.

Subd. 3 If requested time off days are not taken during the school year, they will be paid out to employees at their daily rate of pay at the end of the school year.

Section 6. Jury Duty Leave: Employees called to serve for jury duty shall be allowed to so serve at no expense or salary reduction to the employee. However, compensation received over and above expenses incurred for such service shall be turned over to the School District.

Section 7. Workers' Compensation: Pursuant to M.S. Oh. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance, may draw disability leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued disability leave.

Section 8. Discretionary Leave: The District may grant, upon request of the employee, an unpaid leave of absence for reasons such as deemed appropriate by the District. Leaves may be granted for periods of up to one year and the District may renew such leave. Request for leaves must be made in writing to the superintendent by June 1st for the next school year. Written notification that the employee plans to return to work during the next school year must be received by the superintendent by May 1st.

Section 9. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the District the monthly premium in advance. Failure to timely pay may result in loss of insurance coverage. In the event the employee is on paid leave, the District will continue insurance contributions as provided until disability leave is exhausted. Thereafter the employee must pay the entire premium for any insurance retained after the exhaustion of disability leave.

Section 10. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave. Failure of an employee to return to work on the date determined shall constitute grounds for termination unless the District and the employee agree to an extension of the leave. Absence without leave for 3 (three) or more days shall constitute a resignation.

Section 11. Day without Pay:

- a) The district will agree to no more than 3 days w/o pay per year.
- b) Any amount over the 3 day limit is subject to disciplinary action to include dismissal.
- c) Any additional days must have a 1 week advance notice and be subject to Superintendent's approval.
- d) Any decision made is not grievable.

ARTICLE X - HOLIDAYS

Section 1. Paid Holidays: Regular employees shall be granted the following paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Spring Break (Friday), Memorial Day.

Section 2. School in Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 3. Application: In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless on an excused disability leave.

Section 4. Eligibility: Holiday benefits as defined in this Article shall apply only to regular employees as defined in this agreement.

ARTICLE XI – ANNUITIES AND BENEFITS

Section 1. Eligibility: Employees may allocate a portion of their salaries for the purchase of an individual and voluntary Tax Sheltered Retirement Income Annuity as provided by law.

Section 2. Fitness Center: Employees may use the Fitness Center at the high school at no charge.

ARTICLE XII - DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Personnel Files: A personnel file is kept on each employee. All evaluations and files generated within the District may become part of the employee's personnel file. The employee shall have the right to examine and reproduce any of the contents of the file at the employee's expense. Any employee may submit for inclusion in the file written information and response to any material contained therein. The District may destroy the files as provided by law.

Section 2. Discipline Procedure: The District shall discharge or discipline employees under this agreement only for just cause. The District will attempt to evaluate and communicate with each employee regarding work performance.

Section 3. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of 1 (one) year of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the agreement alleged to have been violated.

Section 4. Probationary Period: Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of 12 (twelve) calendar months in any such new classification. During this 12 (twelve) month probationary period, if it is determined by the School District shall have the right to reassign the employee to the former classification.

Section 5. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

ARTICLE XIII - REDUCTION IN FORCE

Section 1. Seniority: The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position.

Section 2. Seniority List: Prior to January 1st of each year, the District shall publish an updated seniority list. Employees are responsible for reviewing their seniority placement and notifying the District of any discrepancies. No employee will lose seniority due to School District reorganization. Years of service to the District shall be computed based upon an employee's original hire date with the Jackson County Central School District or any of its predecessors.

Section 3. Tie Breakers: In the event that two or more employees tie in seniority breaking, and a reduction in force must be made, the following will be used to determine the most senior employee:

1. The employee with the most total years of service, even if those years of service are not continuous, to the District will be most senior.
2. The employee with the most hours of service in the previous year, (hours per day x duty days) shall be most senior.
3. The employee with any specialized training necessary for their job classification shall be most senior.
4. If after all these tie breakers have been used and the tie cannot be broken, the District may then make the final decision about which employee is most senior.

ARTICLE XIV - GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The employee, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretation:

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

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

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

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

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustments of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner.

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: in the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

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

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of the intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of a Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon issuing a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XV - DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2024. 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 School District and the Support personnel representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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

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

ARTICLE XVI - PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The representatives agree, therefore, that during the term of this Agreement, neither the support personnel nor any individual employee shall engage in any strike. For purposes of this section, the term strike shall mean concerted action in failing to report to duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this article shall not be subject to grievance procedures.

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

For JCC Food Service Representatives

Patty Morton

Representative, Patty Morton

Susan Fields

Representative, Susan Fields

For Jackson County Central, ISD#2895

1128 North Highway

Jackson MN 56143

Theresa More

Chairperson

Sally Thruak Withers

Clerk

Dated this 11th day of October, 20 22

Dated this 24th day of Oct., 20 22