

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 194

And

STUDENT NUTRITION EMPLOYEES

Effective

July 1, 2017 through June 30, 2019

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**INDEPENDENT SCHOOL DISTRICT NO. 194
LAKEVILLE, MINNESOTA**

**STUDENT NUTRITION EMPLOYMENT AGREEMENT
2017-19**

Work Year

Duty days for all regularly employed personnel shall be those days that students are scheduled to be in attendance in which school lunch is served during the regular school year. Student Nutrition staff assigned to work on the following days shall be compensated additionally, at a rate equivalent to their current hourly salary: in-service or workshop days on the official school calendar; school open house/registration; and/or orientation.

One designated day before and one designated day after the regular school year shall be included in the total number of contract days for Cook Manager. One designated day before the regular school year shall be included in the total number of contract days for Second Cook full time employees.

The Student Nutrition Supervisor may approve additional days at the start of the school year if operational needs require additional days.

Unpaid leave may be granted during the school year upon the recommendation of the Cook Manager and the approval of the Student Nutrition Supervisor, dependent on the availability of a substitute. Generally, not more than one employee per kitchen shall be granted unpaid leave at any one time.

Sick Leave/Personal Leave

Sick leave shall be granted at the rate of twelve days per year calculated on an hourly basis, accumulative to 120 days. Two of these twelve days per year may be used for personal leave. Sick leave may be used for personal illness of the employee or members of the immediate family (defined as spouse, children, parents, parents-in-law, siblings and significant other where there is an on-going relationship and shared household). 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 sick leave pay. However, the final determination as to eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised. Special hardship cases will receive consideration for extension comparable to length of service. If the Student Nutrition Supervisor deems it necessary, the assignment of duties subject to extra compensation will be made to other members of the staff. Part-time employees will be eligible for sick leave on a prorata basis.

All employees shall be granted two days of personal leave each year calculated on an hourly basis, to be used at the employee's discretion; however, such days may not be used to extend a vacation period without approval by the Cook Manager. Such personal leave days shall be deducted from accumulated sick leave. No days without pay shall be granted before personal leave has been exhausted with the exception of emergency school closings.

Conversion of Sick Days to Personal Days:

50-59 accrued sick days at the beginning of the fiscal year would be eligible to convert 2 sick days into 1 personal day, 2 times per year.

60+ accrued sick days at beginning of the fiscal year would be eligible to convert 2 sick days into 1 personal day, 3 times per year.

Requests for personal leave must be made in writing to your direct supervisor at least 3 days in advance, except in case of emergencies.

Catastrophic Voluntary Sick Leave Pool

The Catastrophic Voluntary Sick Leave Pool is intended for those full-time employees who have exhausted their sick leave before qualifying for LTD. Catastrophic illness is defined as a medical leave that qualifies for long-term disability insurance coverage (LTD). In case of catastrophic illness, co-workers shall be allowed to donate up to 2 accumulated sick leave days to a fellow employee of the unit. Illness and the length of the leave must be documented by the employee's physician. Donated sick leave may not be used by any employee who is receiving LTD benefits. All arrangements for donated sick leave will be made through the Human Resources Department.

Bereavement/Critical Illness

Such leave may be used for serious health conditions (as defined by the Family and Medical Leave Act) or death of any family member or close friend. Sick days used beyond three (3) days must be recommended by the Student Nutrition Supervisor and approved by the Executive Director of Administrative Services except where there is a death of a spouse or parent, in which case five days are provided.

Health and Hospitalization Insurance

All regularly employed personnel working thirty hours or more per week will have the option to participate in the District's health and hospitalization insurance plan.

Effective July 1, 2018, the School District will contribute up to \$681.99 per month for single coverage. Future premium increases will be shared equally between the District and employee.

In lieu of medical insurance contribution changes in 2017-18, a total of \$17,000 will be distributed in a one-time lump sum payment to all employees (if employed as of the date of ratification) using the following formula: Each individual employee's annual salary as a percentage of total department salary multiplied by \$17,000.

The School District shall contribute 85% of the cost of a E+1 Major Medical Plan premium for coverage for all school nutrition personnel employed by the School District who qualify for and are enrolled in the District's health and hospitalization insurance plan. The same dollar amount may be applied to other levels of coverage or other district plans. Any additional cost of the premium shall be subject to payroll deduction through the employee's Section 125 flexible spending account.

Life Insurance

All regularly employed personnel working thirty hours or more per week will be provided term life insurance coverage in the amount of \$50,000. Insurance is to be subject to the insurance company's conditions.

Long-Term Disability Insurance

All regularly employed personnel working thirty hours or more per week will receive income protection insurance in the form of long-term disability insurance which takes effect after a qualified absence of 90 days. Conditions are subject to the insurance company's terms and conditions.

Dental Insurance

Employees working thirty hours or more per week may participate in the District's dental insurance plan, with the District contributing \$30 to the monthly premium.

Uniforms

The District shall reimburse employees up to \$175 annually for the replacement of uniforms and work shoes. The type and style(s) of work uniforms and shoes shall be determined by the Student Nutrition Supervisor and communicated to employees. Reimbursement will be provided upon the approval of the Student Nutrition Supervisor. If an employee resigns between September 1 and November 30, the annual reimbursement amount is \$60; between December 1 and February 28, \$120; after March 1, \$175.

The District shall reimburse newly hired employees up to \$175 annually for the replacement of uniforms and work shoes. An employee who resigns or is terminated within the first 100 work days will be required to refund this reimbursement.

Employees working less than 15 hours will be included under this provision if the Student Nutrition Supervisor does not waive uniform requirement.

Class Reimbursement

Employees earn up to \$175 each school year for professional improvement. Professional improvement may include state conventions, skills workshops, legislative conferences and all certifiable classes.

The District will pay for class time for mandatory courses that are provided in a classroom setting (not on-line or webinars) as follows on an annual basis:

- New Employees: 16 hours;
- Part-Time Cook: 5 hours;
- Second Cook: 10 hours;
- Cook Manager: 15 hours.

Payment will be made on June 30, with appropriate documentation provided to the Student Nutrition Supervisor (or designee).

Compensation for non-mandatory courses is subject to pre-approval of the Student Nutrition Supervisor.

Employees (non-probationary)

- Reimbursement can be applied for upon completion of a course.

Employees (probationary)

- Reimbursement can be obtained for completion of the required sanitation and nutrition classes prior to completion of the probationary period. If the cost of the 2 required classes exceeds \$175, the district will reimburse 100% of the class cost.
- Reimbursement for any additional classes, up to the \$175, will be made only after completion of 100 worked days and the required classes.

Expense Reimbursement Procedures

- To obtain reimbursement, submit a signed *Employee Mileage and Expense Report*, and signed course receipt to the Student Nutrition Department. Annual reimbursement limit is \$175.

Employees working less than 15 hours will be included under this provision if the Student Nutrition Supervisor does not waive class requirement.

Certification Advancement Requirements

Work Experience

Student nutrition personnel require on-the-job experience in order to develop their knowledge and skills and improve their job effectiveness and productivity.

- Accordingly, ISD 194 requires a minimum of 100 days working experience to apply for a level one.
- Additionally, an individual must have worked one full school year to advance beyond level one.
- One year of experience in school food service must be within the past five years prior to applying for certification.

Coursework requirements are necessary for certification level advancement. In addition, the following competencies are required for the level listed below:

Level 2

- To advance to Certification Level 2, an employee must show competency on the POS. An application for Level 2 advancement must include a signed *POS competency* document from the Cook Manager at the school which they are employed.

- To advance to Level 2, an employee must present their certification application with a signed competency form from the Cook Manager at their school verifying competency on the following pieces of equipment:

Dishwasher	VCM	Steamer	Microwave
Steam Kettle	Ovens	Mixers	
- For Level 2 Certification, documentation provided by the Cook Manager at the school verifying competency in taking and recording food and equipment temperatures.

Certification Advancement Pay

When an employee is ready to apply for a certification level for the first time, they must submit an *Initial Application for Food Service Certification* form along with the class certificates for the mandatory classes on sanitation and nutrition.

Additional certificates will also need to be supplied to verify completion of a total of:

- 8 hours in Area #1 (including the mandatory Sanitation course)
- 8 hours in Area #2 (including the “Nutrition Building Blocks for Great Trays” course or approved equivalent)
- 14 hours in electives (continuing ed. credits cannot apply)

When an employee completes a subsequent level, an *Application for Level Advancement* along with certificates for completed courses must be submitted.

All applications must be presented to the Student Nutrition office by June 30th. Pay increases will become effective at the beginning of the next school year. Any credits or certification presented after July 1st of each year shall apply to the following school year.

Worker's Compensation

Pursuant to M.S. 176.021, Subd. 5, an employee injured on the job in the service of the School District and collecting worker’s compensation insurance, may draw sick leave and receive full salary from the school district, his/her 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 his/her accrued sick leave. Employees filing for worker’s compensation shall be subject to the managed care request of the worker’s compensation carrier.

Jury Duty

Any employee who is required to serve as a juror shall be granted a leave with pay while serving on jury duty. This is contingent upon the employee paying to the School District any fees received, minus travel allowance for jury duty served. However, the employee may keep the greater of the two, regular daily wage or jury duty pay.

Postings

Vacancies: The Student Nutrition Supervisor shall determine if a vacancy exists. “Vacancy” is defined as an open, new, replacement, or long-term substitute position of 68 days or greater duration. All vacancies and notices shall be forwarded by Human Resource Department to the Cook Manager of each kitchen twelve months a year. It is the Cook Manager’s responsibility to notify all kitchen staff of these postings. No position shall be filled without this procedure being followed.

All vacancies will be posted for five (5) working days on the District website. All postings that are generated during school breaks of more than 2 days will be posted for five (5) consecutive work days whether school is in session or not. Postings will include days per year and hours per day required for the position. Applications must be submitted to the Human Resources Department as prescribed on the posting.

Change in hours: If a position’s hours of work increase by more than 30 minutes, that position will be posted and interested parties may apply.

Emergency Closings

Regularly employed food service personnel shall receive a minimum of three (3) hours pay when school is closed due to emergency after employees have already reported for work (unless the employee’s regular schedule is less than three (3) hours, in which case they will receive pay for their scheduled hours).

In the event of an emergency school closing, all employees may elect to use a personal day if available.

Holiday Pay

Christmas Day, Good Friday, Memorial Day, Thanksgiving Day, the day after Thanksgiving Day and New Year’s Day shall be paid holidays.

Seniority

Seniority is defined as Student Nutrition Department hire date. Categories include cook manager; second cook; prep/a la carte cook; part-time cook. Levels within categories are elementary and secondary.

Staff Reductions

The Student Nutrition Supervisor will establish base staffing needs by June 15 prior to the next school year and assign hours to each school. Hours may be adjusted later depending on changes in enrollment, participation or other unforeseen circumstances. If an employee's hours are reduced, the following process will be followed:

1. Categories

a. Cook manager

- i. If a cook manager position is eliminated at a school and the employee has higher seniority than another manager within their level (elementary/secondary), the more senior manager has the option to replace the manager with the lower seniority. The displaced cook manager will then have the option to displace the second cook with the least seniority in the district.
- ii. If hours are reduced by more than 30 minutes, and the cook manager has more seniority than others within their level (elementary/secondary), the more senior manager can move to the least senior position with similar hours within grade levels, (elementary/secondary).
- iii. If hours must be reduced during the year, no movement until the next summer.

b. Second cook

- i. If a second cook position is eliminated at a school and the employee has higher seniority than another second cook within their level (elementary/secondary), the more senior second cook has the option to replace the second cook with the lower seniority. The displaced second cook will then have the option to displace the second cook with the least seniority in the district.
- ii. If hours are reduced by more than 30 minutes, and the second cook has more seniority than others within their level (elementary/secondary), the more senior second cook can move to the least senior position with similar hours within grade levels, (elementary/secondary).
- iii. If hours must be reduced during the year, no movement until the next summer.

c. Part-time/ Prep/A la Carte Cook

- i. If a position is eliminated, the least senior person within the district-wide part-time cook staff is eliminated first. The least senior person in the building where position is eliminated would then fill the district vacancy.
- ii. Hours may be reduced within this category without displacement. Employees are free to bid on vacant positions.

2. Probationary employees will have no bumping rights.

3. Recall procedures: An employee on layoff shall retain his/her seniority and right to recall, within classification, in seniority order for a period of 24 months after the date of layoff. Laid-off employees will be recalled in reverse order of layoff. If a person on layoff declines the job opening, the person will be dropped from the recall list.

Initial Salary Placement

When determining the initial placement of a new employee on the salary schedule, credit for previous experience may be provided in the years of service determination under Step 1 (i.e., up to three years' credit). Employees who are rehired within one year of their resignation will be eligible to be reassigned to their former step level of pay.

Step Movement

Part-time employees hired on or before November 1 who have completed two required courses (i.e., Sanitation and Food Safety course and Nutrition course such as Nutrition Building Blocks) prior to March 1 will be eligible for movement to Step 2 on March 1. If these timelines are not met, then step movement will occur on July 1, pending completion of required courses.

Probationary Period

A new employee under the provisions of this Agreement shall serve a probationary period of 100 days of continuous service in the District during which time the 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 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 contract alleged to have been violated.

Retirement

Employees with fifteen years continued service and sixty-two years of age are eligible to receive a payment for 25% of unused sick leave to a maximum of 30 days at the time of retirement.

STUDENT NUTRITION SALARY SCHEDULES

School Year 2017-18

COOK MANAGER	Elementary	Middle School	High School
Step 1 (1-3 years)	18.87	19.95	21.03
Step 2 (4th year +)	20.36	21.44	22.51

SECOND COOK	Elementary	Middle School	High School
Step 1 (1-3 years)	16.98	17.52	18.06
Step 2 (4th year +)	17.71	18.25	18.79

HIGH SCHOOL PREP/A LA CARTE COOK			High School
Step 1 (1-3 years)			16.64
Step 2 (4th year +)			17.01

PART-TIME COOKS			
Step 1 (0-100 Days)	12.71		
Step 2 (101 day to 4 yrs)	14.21		
Step 3 (5th year +)	15.39		
A la Carte Bonus		.50	.50

Longevity: Twenty-five cents (\$.25) per hour for employees working 10 consecutive years in the department (i.e., employed in the department prior to January 1, 2008). An additional twenty-five cents (\$.25) per hour for employees working 15 consecutive years in the department (i.e., employed in the department prior to January 1, 2003).

School Year 2018-19

COOK MANAGER	Elementary	Middle School	High School
Step 1 (1-3 years)	19.25	20.35	21.45
Step 2 (4th year +)	20.77	21.87	22.96

SECOND COOK	Elementary	Middle School	High School
Step 1 (1-3 years)	17.32	17.87	18.43
Step 2 (4th year +)	18.06	18.61	19.16

HIGH SCHOOL PREP/A LA CARTE COOK			High School
Step 1 (1-3 years)			16.97
Step 2 (4th year +)			17.35

PART-TIME COOKS			
Step 1 (0-100 Days)	12.96		
Step 2 (101 day to 4 yrs)	14.49		
Step 3 (5th year +)	15.70		
A la Carte Bonus		.50	.50

Longevity: Twenty-five cents (\$.25) per hour for employees working 10 consecutive years in the department (i.e., employed in the department prior to January 1, 2009). An additional twenty-five cents (\$.25) per hour for employees working 15 consecutive years in the department (i.e., employed in the department prior to January 1, 2004).

Certification Pay

New 3-Level Certification Pay Scale:

Level 1 \$.35/hr

Level 2 \$1.05/hr

Level 3 \$1.75/hr

Staff employed prior to 7/1/16 and certified at levels 6-9, will be grandfathered in at their current certification pay shown below (which is in addition to their base hourly rate) as long as they maintain a NEW level 3 certification.

Level 6 \$2.10/hr

Level 7 \$2.45/hr

Level 8 \$2.80/hr

Level 9 \$3.15/hr

State of MN Certified Food Manager Certificate

Cook Managers must maintain a Certified Food Manager Certificate from the State of Minnesota. The required class and fee involved to maintain the Cook Manager Certification/Recertification is paid by the District, over and above the annual class reimbursement.

Extra Duty

Extra Duty events are events that are worked beyond an employee's normal working hours/days.

Employee shall be paid at overtime rates (1.5x) (2x, Sundays, holidays, or holiday weekends) for extra duty events. The event coordinator shall receive fifty cents per hour premium in addition to overtime rate.

If an in-service is held on a day that is not a contract day, and is deemed mandatory by the Student Nutrition Supervisor, employees shall be compensated at the hourly rate for the duration of the in-service, except a scheduled lunch period.

The cook manager has the discretion to establish the need for replacing a full-time employee on an individual basis. The cook manager has the option to have a part-time employee work more hours at their regular pay; or replace the 2nd cook with a part-time employee and have them receive the step 1 2nd cook base pay; along with any certification pay the part-time employee would normally receive. These decisions will be made under guidelines provided by the Student Nutrition Supervisor.

SIGNATURE PAGE

**STUDENT NUTRITION EMPLOYEE
REPRESENTATIVES**

Mary Hammer

Mary Hammer

Diane Soberg

Diane Soberg

Ross Larson

Ross Larson

10-23-2017

Date

INDEPENDENT SCHOOL DISTRICT 194

Michelle Volk

School Board Chair

Kathy Lewis

School Board Clerk

10/24/17

Date of School Board Approval

MEMORANDUMS OF UNDERSTANDING

Performance Pay Program for 2017-19:

Active employees only may also earn performance pay if the department achieves savings over and above actual revenues and expenditures as audited, with 50% of the balance dedicated to performance pay. Performance will be paid out as a percent of the pre-incentive pay program wages. (Percent calculation will be established by dividing the payout amount into the total Student Nutrition wages paid.) “Active employees” are defined as those employees employed at the time of the payout.

Student Nutrition Employee Handbook:

The Student Nutrition Handbook is considered to be a part of this agreement and is equally binding on the District and employees. Changes to the handbook will only be made following discussion and agreement between the parties.