



Nutritional Services

Terms and Conditions of Employment July 1, 2020 through June 30, 2021

Approved by the ISD 110 School Board 08.10.2020.

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INDEPENDENT SCHOOL DISTRICT NO. 110

**Nutritional Services Employees
Terms and Conditions of Employment**

**ARTICLE I
Classification of Nutritional Services Employees**

Section 1. Classification of Employees: Nutritional Services’ job classifications are established by the School District with regard to the level of responsibility inherent in each position, the required skills in each position, and the School District’s comparable worth placement. Nutritional Services’ employees are non-exempt, hourly employees who are entitled to overtime. Overtime is owed for all hours worked in excess of forty (40) hours in a workweek.

<u>Position Grade</u>	<u>Position Title</u>
Grade 4	Nutritional Assistant
Grade 7	Assistant Head Cook
Grade 11	Head Cook

**ARTICLE II
Employment Status**

Section 1. Full-Time Employees: Employees regularly employed and scheduled to work a minimum of six (6) hours per day are considered full-time employees.

Section 2. Part-Time Employees: Employees regularly employed and scheduled to work a minimum of four and one-half (4.5) hours per day, but less than full-time are considered part-time employees.

Section 3. Part-Time Employees II: Employees employed and scheduled to work less than four and one-half (4.5) hours per day are considered part-time employees II.

**ARTICLE III
Terms and Hours of Employment**

Section 1. Work Year Defined: Nutritional Services’ employees shall work on a schedule that is commensurate with the school calendar. Employees shall generally work on student days only, except with the approval of the Director of Nutritional Services.

The School District reserves the right to alter an employee’s hours due to increases or decreases in school lunch participation levels or budgetary concerns. In the event of a change in work hours, a one (1) week notice will be given to the employee.

Section 2. Work Day Defined: The length of the work day will be established by the School District.

Section 3. Work Breaks: Employees scheduled to work more than four (4) consecutive hours in a day will be entitled to a fifteen (15) minute break as arranged with their immediate supervisor. An unpaid, thirty (30) minute meal break will be provided for employees who work eight (8) or more consecutive hours.

Section 4. Termination of Employment: A minimum of two (2) weeks written notice to the Director of Nutritional Services shall be required from an employee before termination of employment. A minimum of a two (2) week notice shall be given the employee by the School District before layoff.

Section 5. Disciplinary Process: The School District's disciplinary process is designed to utilize progressive steps, where appropriate, to produce positive corrective action. While the School District intends that progressive discipline will be administered in most cases, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in another manner is solely at the discretion of the School District.

Section 6. District In-Services: All employees will be expected to attend staff in-service activities sponsored by the School District.

ARTICLE IV Performance Review

Section 1. Performance Review: Employees shall receive an annual written performance evaluation by their direct supervisor. The evaluation will be completed by June 1. A copy of the written evaluation will be shared with each person by the supervisor in a conference setting. A copy of the written evaluation will be placed in the employee's personnel file.

ARTICLE V School Closings

Section 1. School Closings: When the School District is closed due to inclement weather conditions, emergencies, or other unforeseen events, employees shall not report to work unless directed to do so by the School District. Employees will be paid for their regular daily work hours and will not be required to make-up the first two (2) school closings as called by the School District in a given school year. If the School District schedules a make-up day for a third or subsequent school closing day, then employees will work the rescheduled day without additional pay. If a school closing occurs during an employee's paid absence (i.e., personal or sick leave), then the employee will be paid for their regular daily work hours and the applicable leave will be reversed and returned to the employee's accrued leave balance. If a school closing occurs during an employee's unpaid absence, then the employee will not receive school closing pay.

In the event that school starts late due to inclement weather conditions, emergencies, or other unforeseen events, employees will be paid for their regularly scheduled work day if they report to duty as directed by the School District. When school is released after arrival time, employees may leave as directed by the School District and will be paid for their regularly scheduled work

day. Routine duties necessary to the daily operation of the school will be performed by employees prior to departure.

In the event that students are released to attend a state tournament event, employees will have the option to perform other duties as determined by the Director of Nutritional Services for the balance of the employee's regularly scheduled work day. Employees who would prefer to leave early may do so with the approval of their immediate supervisor. An employee's working hours during other school events will be left to the discretion of his/her immediate supervisor.

ARTICLE VI **Leaves**

Section 1. Sick Leave: Employees shall earn ten (10) days of sick leave each year of employment by the School District. The number of hours of sick leave earned by an employee will be based on the employee's regular daily work schedule. Unused sick leave may accumulate to a maximum of ninety (90) days of sick leave per employee, which will be based on the employee's regular daily work schedule.

Sick leave may be granted for reasons of personal illness. An employee may utilize sick leave for the illness or injury of the employee's child pursuant to the provisions of Minn. Stat. § 181.9413. Repeated and systematic use of sick leave may require a certificate from a physician at the request of the School District.

Section 2. Personal Leave: Employees shall earn personal leave based on their completed years of service in the School District according to the following schedule:

<u>Years of Service</u>	<u>Personal Leave</u>
0-5 years	1 day
6-10 years	2 days
11+ years	3 days

The number of hours of personal leave earned by an employee will be based on the employee's regular daily work schedule. Personal leave must be used prior to May 15 and be taken with the approval of the Director of Nutritional Services. A maximum of two (2) personal leave days may be carried over to the next school year.

Section 3. Unpaid Leave: Employees may be granted unpaid leave by the School District at the discretion of the Superintendent or his/her designee.

Section 4. Family Bereavement and Emergency Leave: All employees may be granted up to five (5) days, non-accumulative, of leave each school year, the days to be deducted from sick leave, in the event of a death or family emergency in an employee's immediate family. An employee's immediate family shall be deemed to include his/her spouse, children, father, mother, guardian, stepparent, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt, uncle, grandparent or grandchildren. Leave for other family members, and significant others, may be granted upon approval by the School District. Requests for family bereavement

and emergency leave must be made in writing to the Director of Nutritional Services in advance, except in the event of emergencies. The request shall state the reason for the proposed leave.

The School District may require an employee to furnish competent evidence of family illness in order to qualify for emergency family leave. However, the final determination as to the eligibility of an employee for emergency family leave is reserved to the School District based upon competent medical evidence. The School District reserves the right to refuse to grant such leave if under the circumstances involved, the School District determines that such leave should not be granted.

Section 5. Other Bereavement Leave: In case of death of anyone not specifically addressed by the immediate family, all full-time employees shall receive non-accumulative bereavement leave each school year equivalent to the number of hours in the employee's workday, to be deducted from sick leave. A part-time employee shall receive non-accumulative bereavement leave in a prorated amount proportional to his/her employment. All leave used under this section shall be deducted from sick leave.

Section 6. Childcare/Adoption and Medical Leaves: Childcare/adoption and medical leaves will be granted in accordance with the current Master Agreement between Independent School District No. 110 and the Waconia Education Association.

Section 7. Family and Medical Leave Act: Family and medical leaves will be administered in accordance with the provisions of the Family and Medical Leave Act (Public Law 103-3; Enacted February 5, 1993) and Minnesota law.

Section 8. Support School Activity Leave: All employees will be allowed two (2) hours per year of non-accumulative time to support a school activity (i.e., reading in the classroom, helping with vision & screening, attending a performance). The leave will be granted when coverage can be provided and preapproval is received from the administration. Additional unpaid leave shall be granted pursuant to Minn. Stat. § 181.9412, subd. 2.

Section 9. Workers' Compensation: An employee receiving compensation pursuant to the Workers' Compensation law may elect to use sick leave in order to make up the difference between the workers' compensation payments and the employee's regular rate of pay. In no event shall the additional amount paid to the employee through the use of sick leave result in the payment of total daily, weekly, or monthly compensation in excess of such employee's regular rate of pay.

ARTICLE VII Compensation

Section 1. Rates of Pay, Initial Wage and Pay Schedule: The wage schedule is contained in Appendix A. All new employees shall be placed on the step of the salary schedule for the appropriate classification as agreed between the School District and the new employee. Employees are paid on the fifteenth day of each month and the last day of each month. If the fifteenth or the last day of the month occurs on a Saturday, Sunday or holiday, the payday will be the preceding

work day. There are anywhere from one to sixteen work days per pay period depending upon the month and the employment start date.

Section 2. Anniversary Date: An employees' anniversary date for the purpose of wage advancement and benefit accrual will be July 1. Employees hired from July 1 through December 31 will be considered employed one year after the first July 1 following their employment date. Employees hired from January 1 through June 30 will not be considered employed one year until after the second July 1 following their employment date.

Section 3. Change in Pay Classification: An employee who transfers from a lower pay classification to a higher pay classification shall be compensated on the new pay classification at the lowest step that results in a pay increase for the employee unless otherwise determined by the School District. An employee who transfers from a higher pay classification to a lower pay classification will be compensated on the same step of the salary schedule at the lower pay classification as occupied in the higher pay classification unless otherwise determined by the School District.

Section 4. Additional Work Hours: Employees shall be compensated at their regularly scheduled wage for additional hours worked related to their yearly assignment. All hours worked in excess of forty (40) in a given workweek will be compensated at one and one-half the employee's regularly scheduled wage. Additional work hours must have preapproval by the Director of Nutritional Services.

Section 5. Saturday/Sunday Premium Rate: Employees who work on a Saturday or a Sunday will be paid a premium rate of \$5.00 per hour over their regularly scheduled hourly wage for those hours if they have not worked forty (40) hours during that workweek and, therefore, are not eligible for overtime rates.

Section 6. Secondary Head Cook Stipend: The Waconia High School and Middle School Head Cooks will each receive an annual stipend, prorated for a partial year, in the amount of \$650.00. Stipends will be paid in equal installments over the course of the school year.

Section 7. Longevity Pay: Employees will receive \$100 per year after fifteen (15) years of continuous service, \$200 per year after twenty (20) years of continuous service, and \$300 per year after twenty-five (25) years of continuous service.

Section 8. Wellness Bonus: After employed one year with the School District, as defined in the anniversary date section of this agreement, full-time and part-time employees will be paid \$300.00 annually if no sick leave is used during a school year and \$100.00 annually if no more than two (2) days of sick leave are used during a school year. A part-time employee will receive a prorated wellness bonus in an amount proportional to his/her employment. Approved bereavement leave will not be considered an absence for the purposes of this section.

Section 9. Holiday Pay: Employees shall receive four (4) paid holidays per school year, which will be observed on Thanksgiving, Friday after Thanksgiving Day, New Year's Day, and Martin Luther King Jr. Day. An employee will receive pay for such holiday based upon his/her regularly scheduled work day.

Section 10. Uniforms: The School District will provide each employee with up to five (5) uniform shirts. Employees will receive up to \$50.00 annually for the purchase of uniform pants. In order to receive reimbursement, uniform pants must be approved by the Director of Nutritional Services and the employee must provide a receipt for the purchase. Employees who terminate their employment with the School District within five (5) months of receiving new uniforms shall surrender such uniforms to the Director of Nutritional Services immediately. Failure to surrender the uniforms could result in a deduction for the cost of such uniforms from an employee's final direct deposit.

**ARTICLE VIII
Insurance Benefits**

Section 1. Hospitalization and Medical Insurance: The School District will contribute a monthly sum, not to exceed the amounts listed below, towards the cost of the premium for the current medical/hospitalization plan for each full-time and part-time employee who qualifies for and is enrolled in the group medical/hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

School District Monthly Contribution	2020-2021 9/1/2020
Full-time Employees	
Single	\$ 767.13
Single + 1	\$ 1,185.91
Family	\$1,476.88
Part-time Employees	
Single	\$ 383.57
Single + 1	\$ 592.96
Family	\$ 738.44
Part-time Employees II	\$ 0

Section 2. High Deductible Insurance Plan: Employees selecting the High Deductible Insurance Plan will have a contribution made to a VEBA Trust. The School District contribution towards the VEBA Trust and premium will not exceed the amounts listed in the monthly contribution amounts listed above.

Section 3. Dental Insurance: Employees working twenty (20) hours or more per week are eligible to participate in the School District's dental insurance program. Employees may use any dollar amounts not used for health insurance coverage for payment of their dental insurance.

Section 4. Income Protection Insurance (Long-term Disability): The School District shall provide income protection insurance in an amount equal to the group income protection insurance plan approved by the School District to full-time and part-time employees.

Section 5. Term Life Insurance: The School District shall provide a \$30,000 term life insurance policy for full-time and part-time employees.

Section 6. Hospitalization Insurance Access Upon Retirement. Pursuant to Minn. Stat. § 471.61, subd. 2b, a retired employee may access the School District's hospitalization insurance program, at the employee's expense, with coverage available until the employee's sixty-fifth (65th) birthday. For purposes of this section, a retiree shall mean an employee who is eligible for or is drawing a retirement annuity from the State of Minnesota. Access shall also be available to an employee, at the employee's expense, who is receiving a disability benefit from a Minnesota public pension plan.

ARTICLE IX
Defined Contribution Plan and Severance

Section 1. Introduction. The purpose of the Career Transition Trust (hereinafter called PLAN) is to encourage employees to develop a financial plan for their future by providing money for investment during the course of employment with the School District. The PLAN will require participation by the employee coupled with a matching contribution from the School District.

Section 2. Defined Contribution Plan.

The School District will make matching contributions to a 403(b) plan as follows:

<u>Years of Service</u>	<u>District Matching Contribution</u>
0-3 years	No District Match
4-10 years	\$375 Match
11-15 years	\$625 Match
16-20 years	\$925 Match
21-25 years	\$1,225 Match
26+ years	\$1,525 Match

Lifetime Maximum School District Contribution \$17,000

Employees working twenty (20) hours or more per week (minimum of 688 hours per year) shall be eligible for a pro rata share of the School District's matching contribution.

Section 3. Administration of PLAN:

Subd. 1. Benefits Cannot be Accumulated. The School District contribution will begin when the employee initiates an eligible investment program at an amount not to exceed the benefit schedule set out in Section two (2) above. An employee may elect to contribute to the selected program more than the School District match. The PLAN only

defines the limits of the School District's participation in the selected program. The School District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

Subd. 2. Definition – Years of Service. Years of service is defined as full-time equivalent (FTE) service. Employees defined in this agreement as “full-time” shall receive 1.0 FTE for each year of full-time service. Employees defined in this agreement as “part-time” or “part-time II,” and who work twenty (20) hours or more per week (minimum of 688 hours per year), shall receive 0.5 FTE for each year of service.

Subd. 3. Plan Year. The annual year for the School District contributions shall be July 1 through June 30. Changes in School District matching amounts, based on years of service, shall occur on July 1 of each year. Employees must establish participation in an eligible Deferred Income or TSA plan, as defined by Minnesota Statutes, before the School District will begin matching contributions.

Subd. 4. District Contribution. When an employee has an eligible plan in effect, the District matching shall be automatic unless the employee requests otherwise.

Subd. 5. Compliance with Law. The PLAN is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b), and IRS Code Section 457.

ARTICLE X Meet and Discuss

Section 1. Purpose: If requested by either the School District or the employees, meetings will be held to clarify work agreements between the employees and the School District. The School District shall schedule the meetings and provide the facilities.

ARTICLE XI Miscellaneous

Section 1. Retroactive Pay: Retroactive pay pursuant to the provisions of this agreement shall be made to all employees who are employed as of the date of School Board approval. Employees who have terminated employment prior to School Board approval of this agreement shall not be entitled to any retroactive payments.

APPENDIX A

**Nutritional Services Employees
Wage Rates for 2020-2021**

2020-2021	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Head Cook	11	\$17.86	\$18.50	\$19.11	\$19.71	\$20.33	\$20.93	\$21.55	\$22.17	\$22.79	\$23.40	\$24.03
Assistant Head Cook	7	\$15.16	\$15.58	\$15.99	\$16.41	\$16.82	\$17.25	\$17.66	\$18.07	\$18.50	\$18.89	\$19.29
Nutritional Assistant	4	\$14.59	\$15.00	\$15.43	\$15.86	\$16.26	\$16.68	\$17.09	\$17.49	\$17.91	\$18.33	\$18.74