

WINONA AREA PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT 861

SCHOOL NUTRITION
PERSONNEL POLICY

Effective July 1, 2016



SCHOOL NUTRITION PERSONNEL POLICIES

July 1, 2016

This policy establishes the wage rates and conditions of employment for school nutrition personnel effective June 10, 2016, and thereafter until modified by the Board. Effective July 1, 2006 the WMS school nutrition supervisor and the WSHS school nutrition supervisor will be excluded from this policy.

1. UNIFORM ALLOWANCE:

Uniform and shoe allowance is to be paid to each employee upon presentation of proof of purchase for all employees. The annual uniform and shoe allowance will be \$125. Receipt to be furnished to verify purchase. Probationary employees shall not be eligible to receive uniform allowance until such time as they have satisfactorily completed their probationary period.

2. INSURANCE:

To be eligible for insurance benefits an employee must have a minimum work assignment of 25 hours per week.

A. Hospitalization

Single Coverage: The district shall contribute an amount equal to the full annual premium and deductible of the district's group single coverage High Deductible Plan (HDP) for individual coverage for each non-affiliated employee of the district who qualifies for and is enrolled in a district group single coverage health and hospitalization plan. District contributions for health insurance premiums will be spread evenly throughout the participation year. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

Each employee participating in the district's HDP will establish a qualifying Health Savings Account (HSA). The district will deposit the full single coverage annual deductible into the employee's HSA at the beginning of the insurance plan year for each employee of the district who qualifies for and is enrolled in a district group single coverage health and hospitalization insurance plan. Employees shall have the option to choose any one of the district's plans.

Family Coverage: For full-time employees the district shall contribute an annual maximum of **\$11,160** toward a district sponsored group family health and hospitalization plan for the 2010-2011 school year. For full-time employees the district shall contribute an annual maximum of **\$11,760** toward a district sponsored group family health and hospitalization plan for the 2011-2012 school year. For full-time employees the district shall contribute an annual maximum of **\$12,360** toward a district sponsored group family health and hospitalization plan for the 2012-2013 school year. District contributions for health insurance premiums will be spread

evenly throughout the participation year. Any additional cost of the premium shall be borne by the employee and paid for by payroll deduction.

B. Life Insurance

The school district shall pay the full premium for \$25,000 group life insurance for each qualified employee.

C. Long-term Disability

The school district shall pay the full premium for the district long term disability insurance program for each qualified employee.

- D. Eligible Retirees** who have completed at least 15 continuous years of service with District 861, working a minimum of 25 hours per week for each of the past fifteen years, who are at least age 55 as of June 30 in the school year during which an application for a retirement incentive is made shall be eligible for the retirement incentive upon submission of a written request for retirement to the school board.

Full time eligible employees will receive \$40,000 which will be placed into a Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. The \$40,000 will be placed in the employee's account by September 1 of the year of retirement unless the request for retirement was not submitted by June 1 in which case the \$40,000 will be placed in the employees account within 90 days of submission of the written request for retirement.

Part time employees shall be eligible for a pro-rated payment of the \$40,000 into the Post-Retirement Healthcare Account under the supervision of the Minnesota State Retirement System. The pro-ration shall be based on the average pro-ration of health care eligible benefits for fractional time employees over the past five years.

Employees eligible for the retirement program shall have the payment amount reduced by the total matching 403b dollars paid by the district over the employee's career unless such a reduction has been made to the severance benefit.

Continuation of Coverage Employee's who are participating in the districts health insurance program at the time of retirement shall be eligible to remain in the existing program at their own expense.

E. Dental Insurance – Single Coverage

The school district shall pay in full the annual premium for individual coverage for each eligible employee employed by the school district who qualifies for and is enrolled in the school district group dental plan.

Dental Insurance – Family Coverage

The school district shall provide to eligible members of the unit the same coverage the teachers have during the period of this contract.

F. Part-time Employees

Those employed 25 hours per week but less than 40 hours per week shall have the hospitalization and dental insurance benefits pro-rated, if employee desires coverage.

3. HOLIDAYS:

The following shall be paid holidays for all employees:

Labor Day	Thanksgiving Day
Day after Thanksgiving	Good Friday* <i>*if students are not in school</i>
Memorial Day	Christmas Day

The following shall be paid holidays for employees working the summer meals program:

July 3 rd	July 4 th
----------------------	----------------------

4. 403(B) MATCHING PLAN:

Starting with the 2008-2009 school year, the School District will make a contribution to a state-approved 403b matching contribution plan in accordance with Minn. Stat. 356.24, as amended. Contributions made by the district will reduce the retirement or severance owed to the employee upon retirement. Fractional time employees scheduled to work more than 960 hours annually shall be eligible for the following:

Years of Service in the District	Match Amount
6-10	\$240
11-14	288
15-20	384
21-25	432
Beginning with 26 th year	576

Employee must have completed six years of service in order to qualify for the amounts listed above. Beginning with the employees 11th year of service he/she will move to the next level of contribution. An employee shall notify the School District of his/her intention to begin or increase the amount of participation in the 403b match plan by May 1 of each school year. Such participation shall continue at the specified amount unless the employee notifies the district of a change.

If an employee is eligible for retirement or severance under this contract, the retirement incentive or severance owed to said employee shall be reduced by the amount of matching dollars paid by the district to the employee over her or his career.

5. SEVERANCE PAY:

Employees with 15 years of service to the district and who are at least 55 years of age, or employees who qualify for early retirement under rule of 90 as prescribed by PERA, shall be eligible for severance pay upon submission of written resignation allowing 30 day notice, accepted by the School Nutrition Services Director. Qualified employees shall receive severance pay equal to \$5.00 an hour for each hour of unused sick leave.

6. LEAVES:

A. Sick Leave

Employees who regularly work twenty (25) hours per week or more during the school year shall earn an annual maximum of 96 hours of sick leave based on the formula below, cumulative to one hundred and ninety-five (195) days. At no time shall accumulated sick leave be used until the current years allocation of sick leave has been depleted

Employees who regularly work less than (25) hours per week during the school year shall earn an annual maximum of 60 hours of sick leave based on the formula below, cumulative to sixty (60) days. At no time shall accumulated sick leave be used until the current years allocation of sick leave has been depleted

Sick Leave Accrual Formula: Beginning with the second year of employment, the following formula shall be used to determine sick leave accrual: The total number of hours paid by the district the previous fiscal year, excluding coaching/advisor, substitute paraprofessional or substitute clerical hours, divided by the number of paid days scheduled for school nutrition employees during the school year (currently 180) multiplied by 12. Example for an employee working 6.5 hours per day – $1170/180 \times 12 = 78$ hours of sick leave. Board approved unpaid medical leave or hours on an active district workers' compensation claim will not be excluded from the number of hours paid calculation

1. Sick leave shall not be granted for injuries received while employed by other than I.S.D. 861.
2. The school district may require certification of absence by a doctor of medicine.
3. Sick leave extension – In the case of prolonged illness an employee's sick leave may be extended, without pay, at the discretion of the Board.
4. Workers' Compensation – If compensation payable under the Workers' Compensation Act is not equal to the employee's salary, the school district will pay the difference between the normal daily salary of the employee and the amount paid by Workers' Compensation and make a charge against the employee's sick leave equal to the fractional amount of normal daily salary paid by the district.
5. In administering the sick leave policy, the district will follow all state laws in effect and applicable at the time.
6. Employees may use eight sick leave days for family illness. For purposes of this article family is defined as child, stepchild, sibling, grandchild, spouse, parent, spouse's parent. Additionally employees may use sick leave for a non family member for which you have medical power of attorney. As per Minnesota Statute 181.9413 an employee may use additional sick leave for absences due to the illness of or injury

to the employee's dependent child under the age of eighteen, or under age twenty still attending secondary school, for reasonable periods as the employee's attendance with the child may be necessary, on the same terms as sick leave for the employee. Medical certification may be required for family illness.

7. Probationary employees shall earn the equivalent of six days of sick leave the first year of employment. A probationary employee starting a second school year, still on probation shall earn the greater of six days equivalent, or the number of hours earned using the formula described above.

If an employee uses two days or less, per fiscal year, of sick leave, she/he will receive a day of personal time to be used in the next contract year. If this day is not used it will be paid at an hourly rate equal to step five of the employee's pay classification. Employees who resign or retire from the district and have earned this day shall be paid for the day at an hourly rate equal to step five of the employee's pay classification on the final pay check.

B. Funeral Leave

Full pay for absence not to exceed five (5) days shall be granted to all employees to attend a funeral in the immediate family. Immediate family is defined as mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, grandparents and grandchildren of the employee. The same application shall be made to the spouse's relative as they may apply. Full pay for absence not to exceed three (3) days shall be granted to all employees for the time necessary to travel to and attendance at the funeral of a friend or colleague.

C. Personal Leave

Employees shall be granted up to 3 days of personal leave each year without loss of pay. Such leave shall be pro-rated for part-time employees. Use of personal days requires pre-approval of the administrative supervisor. Unused personal days will be paid at an hourly rate equal to step five of the employee's pay classification.

D. Jury Duty Leave

All employees shall be granted a leave of absence, with pay, when they are required to report for jury duty and shall be paid the difference between Jury Duty income (excluding travel allowance) and their regular wage.

E. Vacation

Employees that are regularly scheduled to work a minimum of 20 hours per week or four hours per school day and scheduled to work a year consisting of **200 or more days**, excluding holidays, earn pro rated vacation benefits equivalent to ten days. Example: If an employee averages five hours a day they would earn $5 \times 10 = 50$ hours of vacation.

Note: During the first year eligible the employee accrues vacation but it is not available for use until July 1st of the following year.

7. SCHOOL EMERGENCIES:

In the event of an emergency day called by the superintendent (such as a snow day), employees who have reported to work or are in progress to work, may work their assigned hours. If an emergency demands evacuation, employees already at work will be paid for their assigned day. Employees who are not scheduled to work until after the dismissal time, shall not report. School nutrition employee should declare the first two emergency closing days as a personal day. If the employee does not have any personal days, those days will be unpaid. School nutrition personnel may be given the opportunity to make up the third, fourth and/or the fifth emergency closing day, if not they may count the third, fourth and fifth emergency closing day as a sick leave day.

If an employee has scheduled a sick leave day prior to an emergency closing being called, sick leave shall be utilized.

If an employee cannot get to work for weather related reasons, the employee and the supervisor should confer to designate the day as a personal day.

Employees that are not required to report on a “late start” day may elect to report to the WSHS/WMS kitchen as assigned by the School Nutrition Director.

8. SCHOOL NON-EMERGENCY CHANGES:

- A. The district may direct school nutrition staff not to report to work in the event of a change in the school schedule which results in a reduced need for school nutrition staff, such as a school field trip.
- B. Employees should be given a minimum of three working day notice in the event of a change in the school schedule which results in a reduced need for school nutrition staff.
- C. Employees asked not to report to work under these circumstances may use personnel leave.

9. UNPAID LEAVE OF ABSENCE:

- A. Employees may request an unpaid leave of absence for necessary time away from work during the school year. This leave must be requested two weeks in advance and may be granted at the sole discretion of the employer. Unpaid leave shall not be granted until all personal days have been used.

B. Employees that have been granted an unpaid leave of absence, up to one year, shall not suffer a loss in seniority. The employee's seniority date shall not change. Upon return to the district, the employee's pay step shall be the same as at the time of the leave of absence. Employee's shall not be granted step increases while on unpaid leave of absence.

10. VACANCIES:

If openings in the school nutrition area occur during the year of service, those employees presently working in the school nutrition will have the opportunity to apply for an opening before offering the employment to someone not presently employed in the school nutrition. Jobs must be posted for one calendar week. Seniority will be considered, however, the district maintains the right to make all employment decisions.

School nutrition vacancies in the district, or new positions, shall be posted in all buildings (food serving areas) as they become known. Posting shall indicate number of hours, and name of school. During summer months, postings shall be posted for a two-week period.

11. TRANSFERS:

An involuntary transfer shall be made only in cases where a volunteer, satisfactory to the administration, cannot be found after the school nutrition position has been posted. An involuntary transfer shall not be made until the school nutrition worker involved with the potential transfer has been given the opportunity to discuss the transfer with the director of human resources or superintendent of schools. If said transfer results in a school nutrition worker being relocated in a building or assignment contrary to her/his desire, upon request, reasons for such a transfer shall be extended in writing.

Administration shall make every effort to ensure employees do not suffer a reduction of hours when involuntarily transferred.

12. SENIORITY:

The seniority list shall be updated by Human Resources and posted in each building by October 1st of each calendar year.

Seniority for the purpose of the Agreement shall be defined as follows: Continuous service in District 861 in a school nutrition position with the date of record being the first date of employment in the district in said capacity. When two or more individuals have the same first date of employment, administration shall determine who is the most senior. Movement from one classification to another does not change the seniority date. School nutrition employees working twenty-five hours per week or more will have seniority over those working less than twenty-five hours per week, regardless of date of hire.

Seniority shall terminate when an employee retires, resigns, or is discharged.

13. EXTRA WORK HOURS FOR SPECIAL EVENTS:

- A. Seniority shall be considered in hiring school nutrition workers for special events with the following exceptions:
1. The school nutrition supervisor in the building of need will be the first person to work a special event in that building.
 2. If an assistant cook is needed, the most senior cook in the building of need will be the next person to work. If that cook declines, the next cook in the building of need will have the opportunity to work.
 3. If the school nutrition supervisor is unable to work, the employee that normally replaces the school nutrition supervisor will be the first person to work, followed by the next cook in the building of need if a second cook is needed.
 4. In case of a heavy workload where extra help is needed for a particular situation, extra hours will be offered to individuals not to exceed forty hours per week and on a seniority basis within the building of need.
 5. For additional help needed, seniority will be followed with the employees from the building of need.
 6. Finally, seniority will be followed with the remaining employees.
- B. Employees shall be paid time and one half for work at banquets and other special events paid for by a third party. Staff shall be advised in writing in advance if services are being billed to a third party. Double time will be paid for Sunday work.

14. PROBATION:

Must serve one calendar year probationary period. The probationary period may be extended by mutual consent of the school district and the employee.

15. LAYOFFS:

In the event it is determined by the School Board that it is necessary to reduce the work force, the administration will determine which position will be eliminated. The person in that position shall then bump the most junior person in her/his classification, If there is no one in the same classification junior to the person holding the position to be eliminated, she/he shall bump the most junior person in the next lower classification. For example, if a B-2-1 position is eliminated, the individual would bump first in her/his own class, and if there were no one junior to her/him in B-2-1, then A-1-3, A-1-2, and finally A-1-1. If there is no junior person in the categories involved, the individual would be placed on recall.

If a unit member bumps into a position in which she or he would be “underemployed”, the following stipulations would apply. “Underemployed” is defined, as being in a position which is a reduction in hours equivalent to less than 80 percent of the current assignment. For example if an employee held a position of 2.5 hours, a position of 2 hours is not considered “underemployed”, however, a position of 1.75 hours would be “underemployed”. A position of more than one classification level away is considered “underemployed”. Positions of equal classification, or within one classification level are not considered “underemployed.”

In the event a school nutrition employee, as a result of the bump or having a reduction in hours of current assignment, becomes “underemployed”, she or he may accept the bump to the “underemployed” position and remain immediately eligible for the first position that becomes available and for which she or he is qualified that would not be “underemployed”. Unit members facing a decision whether or not to become “underemployed” shall have one calendar week from the time they receive written notice of the pending bump to accept the new position. Failure to do so would mean that the employee gives up her/his recall rights and is terminated.

The school nutrition employee on recall would be entitled to the first open position in her/his classification or a lower classification, and would be required to return to it upon notification. Failure to do so would mean that the employee gives up her/his recall rights and is terminated. If the position constitutes “underemployment” she or he may accept the “underemployed” position and remain immediately eligible for the first position that becomes available and for which she or he is qualified that would not be “underemployed”.

Upon returning to a district position, the employee shall be placed on the same step on the salary schedule as occupied at the time of lay off and shall be given credit on the seniority list for all years worked in a school nutrition capacity in the district prior to lay off.

School nutrition employees will remain on the recall list for a two-year period and shall be recalled based on seniority.

In the event bumping occurs, the district may reassign employees as it deems necessary.

16. ADDITIONAL HOURS:

- A. Time and one-half is to be paid for all hours worked in excess of 40 hours in any week
- B. When additional hours are needed, the supervisor or director will consider seniority when arranging replacements and employ the most senior person, that would not exceed forty hours whenever possible

17. REST PERIODS:

Employees who work seven or more hours per day are entitled to a fifteen minute rest period in the morning and a fifteen minute rest period in the afternoon. Employees who work at least four hours but less than seven hours per day are entitled to one fifteen minute rest period. Rest periods shall not exceed fifteen (15) minutes, including the time required to get to and from a rest period area.

- A. If the level of work activity necessitates an employee missing a rest period on occasion, the employee is not owed that time off.
- B. Rest Periods may not be used to extend unpaid lunch periods or to leave early at the end of the day.
- C. Eligible employees working a minimum of five hours per day shall have an unpaid thirty-minute duty free lunch. If an employee is asked to work during their lunch period they shall be compensated for the time actually worked.

18. ELECTRONIC DEPOSIT:

Each employee's pay shall be deposited electronically in any Automatic Clearing House (ACH) bank in the United States of America. The electronic data shall be taken to the financial institution for processing two business days before each pay day. Each employee shall furnish to the School District the following information:

- 1. Bank routing number
- 2. Bank account number for employee
- 3. Type of account (savings, checking)

After January 1, 1998, electronic deposit will be the only method used to pay employees. Upon written request, a paper payroll remittance advice will be generated each pay day for each employee listing the same items normally listed on a payroll check stub.

Employees shall be paid twice monthly, based on the number of hours worked and time submitted in the preceding payroll period. As an example, hours worked from September 1st until September 15th shall be paid on September 30th.

Employees that are scheduled to work five or more hours per day may elect to have their annual salary paid over 24 checks by submitting a written request to the payroll office by August 1st. This election shall remain in effect until further notice is received.

21. SNA CERTIFICATION PROGRAM / INCENTIVE PROGRAM:

The Incentive Policy will end effective January 1, 2009. Employee wages have been adjusted to reflect the incentive credits earned.

- School Nutrition employees who are certified at Level I, II or III under the SNA Certification Program and are a member of SNA shall move pay lanes as indicated in the 2015-2016 school year schedule. The employee must continue certification requirements and prove certification.

22. PAY EQUITY:

The district shall have the right to adjust individual wages upward to meet requirements of pay equity legislation.

23. STEP CHANGE:

Step increases shall be effective each July 1st. A minimum of one year is required for step movement except that employees in their first year of employment may be eligible to advance to the next step if they have served a minimum of three months by July 1st. No step increases shall be granted beyond June 30, 2015, unless authorized by the school board.

24. STEP PLACEMENT:

The district shall place new employees at the step deemed appropriate and in the best interest of the district.

25. STAFF DEVELOPMENT:

- Sanitation Course: All school nutrition employees shall be required to take a course in sanitation. New employees shall complete the course within one year of employment and shall be paid at their regular rate of pay for time in attendance at this course.
- School nutrition employees shall be eligible to be paid for up to fourteen additional staff development hours per year for courses leading to certification. Pre-approval must be obtained from the Director of School Nutrition.

SCHOOL NUTRITION PERSONNEL PAY SCHEDULE

2016 – 2017 School Year

Schedule 1

Lane & Step	A-1-1	A-1-2	A-1-3
16	16.34	18.11	18.55

Schedule 2

Step	Cook Helper without Certification	Cook Helper with any Level Certification	Assistant Manager with Level II or III Certification
5	9.77	10.38	11.00
6	10.32	10.93	11.55
7	11.20	11.81	12.42
8	11.62	12.23	12.84
9	11.92	12.54	13.15
10	12.19	12.80	13.41
11	12.52	13.13	13.74
12	13.25	13.86	14.47
13	13.54	14.15	14.76
14	14.09	14.70	15.39
15	14.70	15.31	15.92
16			16.58
17			16.77

On June 10, 2016 employees were placed on the schedule in the appropriate lane, depending on certification held. Employees were placed on the step closest to their 2015-2016 rate of pay, without going under, including any additional pay such as incentives or certification. Incentives and certifications are no longer paid for separately.

SCHOOL NUTRITION PERSONNEL PAY SCHEDULE

2017 – 2018 School Year

Schedule 1

Lane & Step	A-1-1	A-1-2	A-1-3
16	16.67	18.47	18.92

Schedule 2

Step	Cook Helper without Certification	Cook Helper with any Level Certification	Assistant Manager with Level II or III Certification
5	9.97	10.59	11.22
6	10.53	11.15	11.78
7	11.42	12.05	12.67
8	11.85	12.47	13.10
9	12.16	12.79	13.41
10	12.43	13.06	13.68
11	12.77	13.39	14.01
12	13.52	14.14	14.76
13	13.81	14.43	15.06
14	14.37	14.99	15.70
15	14.99	15.62	16.24
16			16.91
17			17.11

On June 10, 2016 employees were placed on the schedule in the appropriate lane, depending on certification held. Employees were placed on the step closest to their 2015-2016 rate of pay, without going under, including any additional pay such as incentives or certification. Incentives and certifications are no longer paid for separately.

SCHOOL NUTRITION PERSONNEL PAY SCHEDULE

2018 – 2019 School Year

Schedule 1

Lane & Step	A-1-1	A-1-2	A-1-3
16	17.00	18.84	19.30

Schedule 2

Step	Cook Helper without Certification	Cook Helper with any Level Certification	Assistant Manager with Level II or III Certification
5	10.17	10.80	11.44
6	10.74	11.37	12.02
7	11.65	12.29	12.92
8	12.09	12.72	13.36
9	12.40	13.05	13.68
10	12.68	13.32	13.95
11	13.03	13.66	14.29
12	13.79	14.42	15.06
13	14.09	14.72	15.36
14	14.66	15.29	16.01
15	15.29	15.93	16.56
16			17.25
17			17.45

On June 10, 2016 employees were placed on the schedule in the appropriate lane, depending on certification held. Employees were placed on the step closest to their 2015-2016 rate of pay, without going under, including any additional pay such as incentives or certification. Incentives and certifications are no longer paid for separately.