

# AGREEMENT

between

THE SCHOOL BOARD OF  
MINNETONKA PUBLIC SCHOOL DISTRICT #276  
Minnetonka, Minnesota

and the

SCHOOL SERVICE EMPLOYEES LOCAL #284  
NUTRITION SERVICE EMPLOYEES

July 1, 2018 - June 30, 2020

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**ARTICLE I**  
**PURPOSE OF AGREEMENT**

**Section 1. Parties**

THIS AGREEMENT entered into between the School Board of Minnetonka Independent School District #276, Minnetonka, Minnesota (hereinafter referred to as the Employer) and the Service Employees International Union Local #284, (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 (hereinafter referred to as the P.E.L.R.A. of 1971), to provide the terms and conditions of employment for all employees of the Minnetonka Public Schools who are classified as non-supervisory Nutrition Service personnel during the duration of this Agreement.

**ARTICLE II**  
**RECOGNITION**

**Section 1. Recognition:**

**Subd. 1.**

The Minnetonka Schools recognizes and shall abide by the principals of collective bargaining as it relates to wages, salary, or the economic aspects of the employment as provided by the Public Employees Labor Relations Act of 1971.

**Subd. 2.**

The Employer recognizes the Service Employees International Union #284, as the exclusive representative of all employees in the unit as defined in Article I, and employed by the School Board of Independent School District #276. The School Service Employees Local #284, as exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, and as described in the provisions of this Agreement.

**Subd. 3.**

The Union recognizes the responsibility of representing the interests of all employees in the unit with respect to grievances, personnel policies, practices and other matters affecting their general working conditions.

**Subd. 4.**

The Union recognizes that the Employer 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 function and programs of the Employer, its overall budget, utilization of technology, the organizational structure, the selection, direction and number of personnel.

**Subd. 5.**

The Union recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of the school within its legal limitation. All management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.

Subd. 6.

All employees covered by this Agreement shall perform services and duties prescribed by the Employer, the Employer may promulgate rules, regulations, directives and orders from time to time as deemed necessary insofar as such are not inconsistent with the terms of this Agreement.

**ARTICLE III**  
**GENERAL PROVISIONS**

Section 1. Duration, Termination and Contrary Provisions

Subd. 1. Duration:

This Agreement is for the period from 12:01 a.m., July 1, 2018 through 12:00 a.m., June 30, 2020. There shall be no step or longevity advancement by any employee covered by this agreement pursuant to Article VIII after June 30, 2018, until a successor Master Agreement has been negotiated and ratified by both parties.

Subd. 2. Termination:

If a new Agreement cannot be reached prior to 12:01 a.m. July 1, 2018, this entire Agreement shall remain in full force and effect.

Subd. 3. Contrary Provisions:

Provisions herein found contrary to law will not affect the remaining provisions of this Agreement.

Section 2. Appointment and Assignment

Subd. 1. Appointment:

The appointment of Nutrition Services personnel shall be made by the Board of Education upon the recommendation of the Nutrition Services Supervisor, Executive Director of Finance and Operations and the Superintendent of Schools.

Subd. 2. Assignments:

Assignments with the general duties of each position shall be the obligation of the Executive Director of Finance and Operations.

Section 3. Dues

Subd. 1.

All employees who are members of the Union, and who so request, shall have their monthly dues deducted and forwarded to School Service Employees Local No. 284 by the Employer. If so requested, the Employer will furnish the Union with a list of names, the amount of deduction and the total monies.

Subd. 2.

The union will inform the Employer of the amount of dues to be deducted when a change occurs.

Subd. 3.

Collection of initiation fees and issuance of withdrawal cards are the responsibility of the Union.

Section 4. Definitions

Subd. 1. Full Time Employee:

A full-time nutrition service employee shall mean any nutrition service employee whose normal work week is 30 hours or more during the full school year.

Subd. 2. Assigned Daily Hours:

Assigned daily hours shall be based on the number of annual assigned hours divided by the number of assigned days during the school year.

**ARTICLE IV**  
**CLASSIFICATION OF EMPLOYEES**

Section 1. Classification of Employees and General Duties

Subd. 1.

Class I - Cashiers shall perform duties in conformance with an established order of work collecting money from teachers and students, and keeping such records as are required by the Nutrition Services Supervisor.

Subd. 2.

Class I – Cook-Helpers shall perform duties as directed by the Cook-Managers relating to preparation of food, serving and dishwashing.

During the time an employee is in this classification, the employee is expected to gain knowledge and proficiency in lunchroom operation. This shall generally be considered as the entrance position into the Nutrition Services Program.

Subd. 3.

Class II - Cook shall be skilled in general kitchen routine. In addition to performing assigned daily duties, an employee in this classification is expected to become familiar with the duties of the Cook-Manager and be able to assume this responsibility in the absence of the latter.

Subd. 4.

Class III – Cook-Managers performs duties in conformance with an established order of work and coordinates the total preparation and serving of food according to specified standards. This employee is responsible for ordering supplies, record keeping, and is directly accountable to the Nutrition Services Supervisor.

Subd. 5. General:

All employees who are non-probationary will have rights to a Class I position subject to other provisions of this agreement. However, any person holding or appointed to a position of Class II, or above, may be demoted for cause subject to grievance procedures.

Cause shall be understood to be a less severe violation of standards than outlined in Article V, Section 3. Such demotion shall be made only following a hearing between the Employer (Superintendent and/or Executive Director of Finance) and employee (and/or delegated representative) subject to grievance procedures.

Section 2. Movement to New Classification or Position

Subd. 1.

If there is a position opening in the system, notices are to be sent to all offices and all Nutrition Services personnel will be given five (5) working days to apply for the position.

Subd. 2.

An employee may receive copies of such postings while on vacation or leave of absence providing the employee furnishes the Employer with a current email address.

Subd. 3.

While every attempt will be made to place individuals in positions of their choice (according to seniority), the final selection and reassignment shall be at the discretion of the Executive Director of Finance. The primary requirement for advancement and reclassification shall be on the basis of competency for the position. If the position is not awarded to the most senior employee, a written explanation will be provided to the employee(s) not awarded the position.

Subd. 4.

For Class I and Class II employees, the Nutrition Services Supervisor will then make the decision and every effort will be made to notify the selected employee within ten working days of the close of posting. For Cook-Manager positions, the Nutrition Services Supervisor will then make the decision and every effort will be made to notify the selected employee within fifteen working days of the close of posting. The union steward shall also be notified.

Subd. 5.

A person moving to a higher paid category will be placed on schedule in the category to which the individual has progressed within ten (10) working days of assignment.

Subd. 6.

An employee who moves to a higher classification shall be granted a trial period to determine both the ability to successfully perform the job and the desire to remain in the higher level position.

If the employee has worked in the higher classification position for less than 15 workdays, the employee shall have the opportunity to revert to the position previously held in a lower classification. If the employee has worked in the higher classification for more than 15 workdays but less than 30 work days, the employee shall have the right to move to a Nutrition Services substitute position.

**ARTICLE V**  
**CONDITIONS OF EMPLOYMENT**

Section 1. Health Examination

Subd. 1.

All Nutrition Services employees shall furnish a certificate of good health as required on school forms provided for that purpose. The form shall be completed by a doctor of medicine.

Subd. 2.

The expense of the physical examination required by the Employer shall be provided by the Employer's medical doctor at the Employer's expense.

Subd. 3.

A doctor of medicine who is mutually acceptable to the Employer and the employee may be used. If such doctor is used, the Employer will reimburse the employee up to the same rate as otherwise paid by the District to the Employer's medical doctor.

## Section 2. Probationary Employment

### Subd. 1

An employee is a probationary employee during the first six (6) calendar months of employment. Months not worked shall not be counted towards completion of the probationary period (i.e. summer months).

### Subd. 2

The Employer reserves the right to discipline, lay off and/or discharge with respect to probationary employees. No matter concerning the discipline or termination of a probationary employee shall be subject to the grievance procedure.

### Subd. 3

During the probationary period, a performance appraisal of the employee shall be conducted by the Employee's Immediate Supervisor after three (3) and five (5) calendar months. The performance appraisal will be reviewed with the employee.

## Section 3. Dismissal and Suspension

The grounds for dismissal after the probationary period are listed below. While only the Board of Education can dismiss an employee after probation, the Executive Director of Finance is authorized to suspend employees until their case is heard by the Board of Education.

- a. Stealing
- b. Intoxication, drinking on the job or coming to work with liquor on breath
- c. Conduct unbecoming an employee of the School District
- d. Insubordination
- e. Failure to report to work without notification
- f. Poor quality of work.

## Section 4. Other Employment

District benefits will accrue to the employee as long as the employee is continuously employed by and performing normal duties for, the District. However, no employee shall be eligible for any District benefits should the employee be incapacitated or unable to perform normal duties as the result of other employment.

# **ARTICLE VI** **WAGES OF EMPLOYEES**

## Section 1. Salaries

Hourly wages as reflected in Schedule A attached hereto shall be a part of this Agreement.

### Subd. 1.

A basic hourly pay schedule will consist of four steps for all Class I employees. Increments for Class I employees will be granted effective July 1st only. To be eligible for an increment, the employee must be in the District's employ prior to January 1st preceding. Placement up to an

including Step 3 may be authorized by the Executive Director of Finance if previous training and/or experience or market conditions justify a higher rate of pay.

Subd. 2.

A basic hourly pay schedule will consist of three steps for all Class II and Class III employees.

An employee upon initial assignment shall be placed on the first step, advanced to the second step upon completion of three months of satisfactory service, and be advanced to the third step upon completion of twelve months of satisfactory service. Placement up to an including Step 2 may be authorized by the Executive Director of Finance if previous training and/or experience or market conditions justify a higher rate of pay.

Subd. 3.

Should Nutrition Service personnel be requested to supervise District kitchens when they are used by outside groups, such employees shall be reimbursed for the hours on duty at the rate of one and one-half times their regular hourly pay scale, with minimum pay of one hour.

Section 2. Replacement of Cook-Manager or Cook

Subd. 1

If the Cook-Manager is absent more than two (2) consecutive days, the person assigned to take the Cook-Manager's place shall receive the differential in pay based on Class II, Step 1 pay rate. Such differential shall be paid from the third (3<sup>rd</sup>) day until the absent employee shall again assume duties. Up to two (2) consecutive days absence there shall be no differential due. Once a person has fulfilled the initial two (2) consecutive days as a substitute they shall then be entitled to the differential from the first day for any future days substituted in that in that school year at any site. Such pay shall be given for partial days worked as a substitute for hours worked in excess of 50% of the contracted hours.

Subd. 2.

If a Cook is absent for more than two (2) consecutive days and a Cook Helper is assigned to take the Cook's place, the Cook Helper shall receive the rate of pay, specified in this contract for a Class II, Step 1 Cook. Such rate of pay shall be effective from the third (3<sup>rd</sup>) day until the absent employee shall again assume duties. Up to two (2) consecutive days absence there shall be no differential due. Once an employee has fulfilled the initial two (2) consecutive days as a substitute, they shall then be entitled to Class II, Step 1 pay from the first day for any future days substituted in that in that school year at any site. Such pay shall be given for partial days worked as a substitute for hours worked in excess of 50% of the contracted hours.

Section 3. Payment of Salary

Pay periods shall be bi-weekly with a two week delay in salary.

The District agrees to the implementation of a payroll deduction of union dues if requested by the employee.

**ARTICLE VII**  
**LENGTH OF WORK WEEK AND HOURS**

Section 1. Length of Work Week and Hours

Subd. 1.

The total hours per year and working hours for each day shall be determined by the Nutrition Services Supervisor as long as such assignments do not exceed forty (40) hours per week.

Subd. 2.

The Nutrition Services Supervisor may extend the working hours worked beyond forty (40) hours only with the authorization of the Executive Director of Finance. Such hours above forty (40) hours per week shall be reimbursed on the basis of time and one-half.

Subd. 3.

Extra time and overtime will be rotated as equitably as possible between the employees of a building, commensurate with the time requirement for employee service in relation to availability of other employees.

Subd. 4.

The District (except as provided in Article VI, Section 1, Subd. 4) will not be required to pay overtime when straight time employees are available for the task at hand.

Subd. 5

The District will provide eight (8) hours mandatory in-service training for Nutrition Services staff to be scheduled during the course of the contract year.

**ARTICLE VIII**  
**GROUP INSURANCE**

Section 1. Group Health and Accident Insurance

Subd. 1 Eligibility:

An employee shall be eligible for hospitalization, medical and major medical insurance benefits if the employee is:

- a. A full-time employee (6 hours or more)
- b. A full-time employee on an approved leave of absence for medical purposes, not to exceed five (5) years.
- c. An employee who, prior to reduction in hours, was entitled to insurance coverage shall continue to be eligible for insurance subsidy until such time as they fail to post for or accepts a position carrying enough hours to qualify the employee for coverage.

Subd. 2.

The Employer will pay up to \$637 each month in 2018-2020 toward the monthly premium for single employee coverage for all employees who are eligible for, and are enrolled in, the School District group hospitalization/medical and major medical plan and who elect to receive single health coverage only.

The Employer will pay up to \$692 each month in 2018-2020 toward the monthly premium for employee plus one coverage for all employees who are eligible for, and are enrolled in, the School District group hospitalization/medical and major medical plan and who elect to receive employee plus one coverage only.

The Employer will pay up to \$822 each month in 2018-2020 toward the monthly premium for family coverage for all employees who are eligible for, and are enrolled in, the School District group hospitalization/medical and major medical plan and who elect to receive family coverage only.

For employees who have not become eligible for Medicare such plan shall contain the provisions of the policy in effect on July 1, 2018 except as may be mutually agreed in writing between the parties. Employees who are eligible for Medicare shall be covered only by such provisions of any plan, if any, as the insurance carrier is willing to provide to the District for such employees. The additional cost of any premium shall be borne by the employee and paid by payroll deduction while the employee is receiving pay from the District. The coverage and benefits provided shall be in all cases governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier. The Employer shall select the insurance carrier and the insurance policy.

### Subd. 3.

To qualify for family coverage the employee must have eligible dependents as defined by the insurance carrier, and must make a request for such coverage on a form provided by the Employer.

## Section 2. Group Life Insurance

### Subd. 1

The Employer shall pay for a \$21,000 term life insurance policy, each with a double-indemnity provision in the case of an accidental death for each employee who is regularly scheduled to work thirty (30) or more hours per week. Such life insurance provisions shall be available for employees only based on the provisions and coverage the carrier is willing to provide. Life insurance provisions shall be available for employees over the age of sixty-five (65) only if offered by the insurance carrier and then only based on the provisions and coverage the carrier is willing to provide. The Employer will select the insurance carrier and the policy of the insurance.

## Section 3. Group Income Protection Insurance

### Subd. 1.

The Employer shall pay the full premium for income protection insurance for each employee who is regularly scheduled to work thirty (30) or more hours per week. The Employee shall be taxed on the employer paid premium. Such income protection insurance provisions shall be available for employees only if offered by the insurance carrier and then only base on the provisions and coverage the carrier is willing to provide. Coverages and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance carrier. Such income protection insurance provision shall be available for employees over the age of sixty-five (65), only if offered by the insurance carrier and then only based on the provisions and coverage the carrier is willing to provide. The Employer will select the insurance carrier and the insurance policy.

Section 4. Dental Program

Subd. 1. Eligibility:

An employee shall be eligible for dental program benefits if the employee is: 1) a full-time employee, and 2) enrolled in the District's dental program(s) should such exist.

Subd. 2.

The cost of a dental program shall be borne by the employee and paid by payroll deduction if so requested by the employee on a form provided by the employer.

**ARTICLE IX**  
**MISCELLANEOUS BENEFITS**

Section 1. Paid Holidays

Subd. 1

There will be nine (9) paid holidays per year to be selected by the Executive Director of Finance from the legal and school holidays observed by the District during the school year. An employee must be at work the workday before and the workday after to receive compensation for holidays as listed below. Exceptions to this provision may be made by the Supervisor of Nutrition Services for pre-approved authorized paid leave or unforeseen exceptional circumstances.

- |                        |                        |
|------------------------|------------------------|
| Christmas Eve Day      | Christmas Day          |
| Presidents Day         | Thanksgiving Day       |
| New Year's Day         | Good Friday            |
| Day after Thanksgiving | Martin Luther King Day |
| Memorial Day           |                        |

Section 2. Uniform Allowance

Subd. 1

The District will provide a uniform/shoe allowance of up to \$140.00 per employee.

Subd. 2

In addition to the uniform allowance the District shall distribute 2 shirts and 2 aprons in the current style for each staff working less than 6 hours per day. Staff working 6 hours or more will receive 3 shirts and 3 aprons in the current style. These pieces of clothing may be exchanged in different amounts not to exceed the normal value of the uniform allotment.

Section 3. Jury Duty Leave

When an employee serves on jury duty, the employee will be granted the day or days necessary as stipulated by the court, to discharge this civic responsibility without loss of pay. Any compensation the employee receives from the court shall be remitted to the District; however, the employee may retain the expense reimbursement.

Section 4. Mileage & Tuition

The Employer shall pay the tuition expense for all employees who are required by the Employer to attend food service classes or workshops. In addition, the Employer shall reimburse the employee for mileage when the employee is required to travel within the District as a condition of employment. The rate of mileage paid shall be the current authorized IRS rate. Mileage reimbursement will follow the current IRS rules on allowable expenses when traveling within the school district other than as a condition of employment.

**ARTICLE X**  
**BASIC LEAVE**

Section 1. Basic Leave Allowance, Reimbursement and Uses

Subd. 1.

Employees who have completed their probationary period shall be entitled to accrue one day of basic leave for each month in which they work. A day of leave will equal the number of regularly assigned hours.

Subd. 2. Reimbursement for Unused Sick Leave

For the purposes of the calculations described below, a day of basic leave shall equal the average number of hours of accrued, unused basic leave as of June 30, divided by the average hours worked per day of active employment during the July 1 - June 30 work year.

a. Employees with Sixty-Five or more days of basic leave

i. As of the end of each fiscal year, if an employee's total basic leave, accrued that year in accordance with Subd. 1 above and carried forward from prior years, is more than sixty-five (65) days, and the employee has not used more than four (4) days during the school year, the employee will be able to request (a) or (b) as described below.

(a) The employee may elect to have such days added to the total accrued basic leave carried forward from prior years, as in Subd. 2.b.i. above.

(b) The employee may elect to have up to twelve (12) days at a rate of \$10.00 per hour deposited into the employee's 403(b) account. In no event will an employee be reimbursed for more than twelve (12) days per year. The total accrued leave balance cannot be below sixty-five (65) days after the reimbursement.

Such election will occur on a form provided by the employer.

Subd. 3.

Basic leave may be used as sick leave, personal leave, and death and serious illness leave, described in Section 2, 3 and 4 of this Article.

Section 2. Sick Leave

Subd. 1.

Sick leave with pay shall be allowed by the Employer whenever an employee's absence is due to an illness or physical disability of the employee which prevented employee's attendance at the employee's place of work and the performance of duties on that day or days.

a. An employee otherwise qualifying for sick leave may use personal sick leave benefits for absences due to an illness of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary.

b. The Employer may require an employee to furnish evidence of the child's illness during an absence covered under this section. In such event, the employee will be notified and advised of the steps necessary to meet the requirement.

- c. For the purpose of this section, "child" means an individual under 18 years of age or is 18 years or older and who requires active assistance or supervision to provide daily self-care because of a mental or physical disability.
- d. Employees may use basic leave each year in compliance with Minnesota Statute 181.9413 Sick Leave Benefits: Care of Relatives.
  - i. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.
  - ii. An employer may limit the use of personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.
  - iii. For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.
  - iv. For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
  - v. This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

Subd. 2.

In the event the illness or physical disability is one that can be predicted before its commencement, such as by way of example, but not limitation, elective surgery or pregnancy, the employee shall inform the Employer in writing no later than three (3) months prior to the contemplated start date of the illness or physical disability, or as soon as the contemplated illness or disability is known, whichever occurs first.

Subd. 3.

In the event an employee fails to adhere to the requirements of Section 2, Subdivision 2 above, the District may at its option deny the use of sick leave to such employee during any absence for which the District did not receive proper notice from the employee.

Subd. 4.

Any full-time employee who commences initial employment with the District in a full-time position after July 1, 1984, and any full-time employee currently employed by the District on July 1, 1984, who has accrued less than sixty-five (65) days of basic leave shall be granted sufficient sick leave days in case of a long-term illness to provide a maximum of sixty-five (65) consecutive days of sick leave. "Long term" shall be defined as any illness extending for more than fifteen (15) consecutive working days. "Long-term" sick leave shall not be available to part-time employees.

Once an employee has accrued sixty-five (65) days of basic leave, the District shall not be required to grant sick leave beyond that which the employee had accrued even if sick leave utilization by the employee subsequently reduces the employee's accrual below sixty-five (65) days.

Subd. 5.

- a. The Employer may require an employee to furnish a medical certificate from a qualified physician as evidence of illness during an extended absence or as the result of an unusual or abnormal pattern of absences in order to qualify for sick leave pay. In the event a medical certificate is required, the employee will be so advised.
- b. In individual cases, the Employer shall have the right to require that the employee be examined by a physician of the Employer's choice at the Employer's expense. In such cases, the medical conclusion of this doctor as to the beginning and ending of actual illness or physical disability shall be binding on the parties and conclusive as to the commencement and return dates of the employee and the employee's entitlement to sick pay under this Section, unless the employee shall inform the Employer that the physician's statement is unacceptable within three (3) days of receipt of the physician's statement.
- c. In the event the employee has submitted to such an examination, and the employee has properly informed the Employer that the physician's statement is unacceptable to the employee, the employee shall select a physician competent in the field related to the employee's illness or physical disability from a list of three provided by the Employer. The examination shall be at a time and place designated by the Employer. The employee shall be responsible for the physician's expense unless the physician's medical conclusions are essentially different from those of the Employer's physician, in which case the examination shall be at the expense of the Employer. Upon request, a copy of the report of the physician shall be furnished the employee and the medical conclusions of this physician as to the beginning and ending of actual illness or physical disability shall be binding upon the parties and conclusive as to the commencement and return dates and any entitlement to sick pay under this Section.

Subd. 6.

Sick leave pay shall be approved only upon submission of an online request available through a program accessed via the District website.

Subd. 7.

No employee shall be permitted to use more than sixty-five (65) days of the employee's total accrued sick leave during any one period of absence.

Subd. 8.

Sick leave pay may be allowed beyond an employee's accrual at the sole discretion of the School Board. In the event that the School Board should allow sick leave pay beyond the employee's accrual, any days allowed in excess shall be deducted from the employee's future accrual of sick leave.

Subd. 9.

An employee who returns to the District from an absence due to illness or physical disability for which the employee did not receive pay directly from the District shall retain all previous experience credit and any unused leave time accumulated under the provisions of this

Agreement at the beginning of the period of disability. The employee shall not accrue additional experience credit or leave time during the period of absence due to illness or physical disability for which the employee did not receive pay directly from the District.

Subd. 10.

Accrued sick leave for each employee shall be computed by the Employer and such information shall be available electronically to each employee via the online payroll system.

Subd. 11.

Accrued sick leave can be used by an employee to compensate for the difference between Workers' Compensation payments to an employee who has received a work-related injury.

Section 3. Personal Leave

Subd. 1.

Upon request, one (1) day of personal leave per year will be authorized without salary deduction based on the following conditions:

1. Request must be submitted via email to the Nutrition Services Supervisor or Assistant Supervisor of Nutrition Services.
2. Request must be submitted with ten (10) days' notice except in an emergency.
3. Once approved the date cannot be changed.
4. The approval will be determined by whomever submits the request first. The determination will be based on the time and date stamp on the email request.

\*Once approved, the employee must submit the personal day request through Skyward Employee Access.

The number of employees out on personal leave will be determined using the following criteria:

1. No more than one (1) Nutrition Service employee from any elementary or middle school building may use personal leave on any given day.
2. No more than two (2) Nutrition Service employees from the High School may use personal leave on any given day.
3. On days preceding or following holiday breaks, the total number of Nutrition Service Employees across the District using personal leave cannot exceed five (5) %. (The staff number shall be rounded to the nearest whole number.)

Personal Leave will not be granted during the first 10 days of the school year without special permission from the Executive Director of Finance and Operations or designee.

Section 4. Death or Serious Illness Leave

Subd. 1.

Leaves of absence without salary deduction will be granted to employees who have completed their probationary period for deaths, funerals, life-threatening surgery or serious illness where life is in peril in the employee's family pursuant to the rules of this Article. Requests must be made

to the employee's supervisor in writing for leave under this provision. Said written request must set forth the basis for the requested leave.

Subd. 2.

Up to five (5) days per occurrence will be allowed if the death, funeral, life-threatening surgery or serious illness involves the employee's parents, sister, brother, spouse, child or blood relation residing in the same household.

Subd. 3.

Up to three (3) days per occurrence will be allowed in the case of the death, funeral, life-threatening surgery or serious illness of the employee's spouse's father, mother, sister, brother or grandchild.

Subd. 4.

Up to one (1) day per occurrence may be allowed in the case of death, funeral, life-threatening surgery or serious illness of other relative or close friend.

Subd. 5.

A day's salary shall be equal to assigned daily hours times the employee's current rate of pay. Employees shall be eligible for death, funeral, life-threatening surgery or serious illness leave only during their regularly scheduled work period.

Subd. 6.

Additional leave may be allowed under this Section at the discretion of the Employer, and if so authorized in writing.

**ARTICLE XI**  
**OTHER LEAVES**

Section 1. General Leave Rules

Leaves are granted to benefit the employee; however, it is not proper for an employee to receive monetary gain for absence from the District in addition to full pay for the absence. Employees granted absence where benefits are paid from other sources (jury duty, workers' compensation, income protection, etc.) will have their District pay adjusted to reflect the amount of income from the outside source.

Section 2. Leaves of Absence

The Employer shall not be required to grant a leave of absence for any purpose beyond a maximum of two (2) calendar years from the date the leave of absence commences.

Section 3. Maternity Leave

The Employer shall grant a maternity leave to a pregnant employee who makes written application for one. As soon as the pregnancy is determined, and no later than the end of the third month, the employee shall notify the Nutrition Services Supervisor, and within a reasonable time shall submit a written application for such leave or a written resignation so that the school authorities shall have sufficient advance notice to make appropriate arrangements. The maternity leave shall continue until not more than twelve (12) months following the birth of the child. With proper consideration for the welfare of the family, and by mutual agreement, the term of the leave may be altered by the Employer. There shall be no compensation during the maternity leave, but the employee's seniority

shall remain in effect and position on the salary schedule shall not be prejudiced by such leave except that such employee shall not receive credit for the period of the leave.

Section 4. Medical Leave

The Employer shall grant a medical leave of absence at the request of the employee, and the position at the time of the request will be retained for the employee for a period equal to one hundred forty (140) working days. At the expiration of this period of time, the employee shall retain re-employment rights to the extent specified in Section 2 above (i.e., two (2) years from the time the leave was granted). The employee shall also retain all seniority rights during the medical leave of absence.

Section 5. Short Term Leaves

Request for such leave must have prior approval by the Administration.

**ARTICLE XII**  
**EMERGENCY SCHOOL CLOSINGS**

Section 1

In the event it becomes necessary to delay the opening, close early or close completely a school facility due to an emergency, the following shall prevail:

Subd. 1.

Opening is delayed prior to the employees scheduled start time:

- a. Delayed openings will be communicated via the official radio station or in some cases directly to the employee by phone.
- b. An employee whose work schedule is not impacted by the delay will report to work at the normal scheduled time.
- c. Employees should make every effort to get to work in adequate time to prepare lunches for the regular eating schedule. If rescheduling is possible, the employee will work the normal daily hours once the employee reports to work. If rescheduling is not possible, the employee will not be penalized for any lost time.

Subd. 2.

A school facility is announced to be closed prior to the employees scheduled start time:

- a. School closing will be communicated via the official radio station or in some cases directly to the employee by phone.
- b. Upon notification the employee will not be required to report to work that day.
- c. Employees will be paid for the day at their regular rate of pay unless a make-up day is scheduled which will provide the same annual days of employment. If a make-up day is scheduled which provides the same annual employment days, the employee will not be paid for the day school is closed for students.
- d. Student Only Closing: In the event that schools are closed for students but not staff due to inclement weather or other unforeseeable circumstances, bargaining unit employees will report to work as soon as practical unless they are instructed not to report to work.

Employees who are unable to report to work may draw personal leave, if available, or may take the day off without pay.

Subd. 3.

A school facility is closed after the employee has reported to work:

- a. The employee may be dismissed after all students have safely departed the school.
- b. The employee shall be paid for all of their scheduled work hours that day even though the employee may not be required to work their entire shift.

Subd. 4.

Employees required to report to work or who are retained after a facility is closed and students have safely departed the school:

- a. Nothing specified in Subd. 1, 2, or 3 shall prohibit the employer from requiring an employee to remain at work or to report to work even though other employees are dismissed or are not required to report to work.
- b. Employees shall be entitled to 1 1/2 times their normal rate of pay in lieu of their regular rate of pay for the period they are retained or the period of time they may work when they are required by their employer to report for work.

**ARTICLE XIII**  
**SENIORITY**

Section 1. Seniority Defined

Seniority shall be defined as the length of continuous service with the Employer.

Section 2. Seniority List

The Employer shall maintain a seniority list of all employees covered by this Agreement.

Section 3. Termination

Seniority shall terminate when an employee is separated from employment by retirement, dismissal or voluntarily quits.

Section 4. Seniority Accrual

Seniority shall not accrue under the following conditions:

- a. During a period of suspension as provided by Article V, Section 3;
- b. During a period of layoff due to a reduction in the work force;
- c. During a period of an unpaid leave of absence unless agreed to in writing by the Employer and the Union prior to the approval of the leave of absence.

Section 5. Application

Seniority shall have application to the following terms and conditions of employment:

- a. Progression on the wage schedule;
- b. Order of layoff in reversal of seniority. The employee with the least seniority shall be the first laid off.
- c. As one criterion in considering applicants for promotion as provided in Article IV, Section 2 (Movement to New Classification or Position).
- d. As a criterion in determining eligibility for District paid tax sheltered annuity as provided in Article IX, Section 1.
- e. As a criterion for determining early retirement insurance contribution as provided by Article XIV.

Section 6. Layoff Procedure

Employees with the least continuous service from the most recent date of hire shall be laid off first.

Subd. 1.

If a senior Class III employee's position is eliminated, the employee, if qualified, shall have the right to:

- a. displace the least senior employee in Class III
- b. displace the least senior employee in Class II
- c. displace the least senior employee in Class I
- d. select any open position,
- e. accept the layoff

Subd. 2.

If a senior Class II employee's position is eliminated, the employee, if qualified, shall have the right to:

- a. displace the least senior employee in Class II
- b. displace the least senior employee in Class I
- c. select any open position,
- d. accept the layoff

Subd. 3.

If a senior Class I employee's position is eliminated, the employee, if qualified, shall have the right to:

- a. displace the least senior employee in Class I
- b. select any open position
- c. accept the layoff

Subd. 4.

For a period of two years of the date of layoff, if any opening occurs in the District, the employee with the most seniority shall have the first choice to be rehired.

Subd. 5.

In no case shall an employee have right to recall to a position of higher classification than occupied at the time of layoff.

**ARTICLE XIV**  
**RETIREMENT**

Section 1. PLAN Benefits for Employees Hired On or After July 1, 2003

Subd. 1. Purpose of PLAN The purpose of the PLAN is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of their employment with the District. The PLAN will require participation by the employee coupled with a matching contribution from the District. The objective of the PLAN is to develop a retirement account for employees to provide resources to supplement retirement benefits and to provide funds for health care costs during retirement.

Benefits detailed in this section (Section 4) for employees hired after July 1, 2003 replace TSA benefits outlined in Article IX, Section 1, and replace retirement payments and retiree health insurance payments in Sections 1, 2, 3, 4 and 5 of this Article.

Subd. 2. Benefit Employees completing three years of service, beginning with their fourth year of service, shall be eligible for an employer deposit in a TSA account up to a two percent (2%) District match of the employee's base salary (i.e., without overtime, shift differentials or other stipends) as a match to an employee deposit in a TSA account. For the purpose of eligibility for the 2% match, years of service shall be measured as of July 1 each year. Employees with a start date of December 31 in a school year or earlier will be given credit for a full year of service for purposes of receiving the District match. Employee with a start date of January 1 – June 30 in a school year will not receive service credit that year for purposes of receiving the District match. The 2% match will not be prorated based on assigned work hours.

Employees who have reached the 2% match level will retain the 3 years of service credit. Starting with the fourth year, years of service will be calculated using the table below for purposes of eligibility for the 4% match. Employees completing nine years of service, beginning with their tenth year of service, shall be eligible for an employer deposit in a TSA account up to a four percent (4%) district match of the employee's base salary (i.e., without overtime, shift differentials or other stipends) as a match to an employee deposit in a TSA account.

<u>Assigned Weekly Hours</u>	<u>Years of Service for TSA Match</u>
30-40	1 year credit
27.5	0.6875
25	0.625
22.5	0.5625
20	0.5
17.5	0.4375
15	0.375

**Subd. 3. Administration of PLAN**

a. **One-Time Election for Current Employees:**

Staff employed prior to July 1, 2003, shall have the option to enroll in the PLAN in lieu of benefits described in Article IX, Section 1 and in Sections 1, 2, 3, 4 and 5 of this Article. Such election shall be made prior to December 31, 2003, and shall be a one-time irrevocable election.

b. **Benefits Cannot be Accumulated**

The District contribution will begin when the employee initiates an eligible investment program at an amount equal to or greater than the benefit schedule set out in Subd. 2, above.

An employee may elect to contribute to the selected program more than the District match. The PLAN only defines the limits of the District's participation in the selected program.

The District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

c. **Definition**

Years of service shall be measured as of July 1 each year for the following year.

Employees with a start date of December 31 or earlier will be given credit for a full year of service for purposes of receiving the District match.

d. **Plan Year Begins July 1**

The annual year for the District contributions shall be July 1 through June 30. Changes in 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 District will begin matching contributions.

e. **District Contribution is Automatic**

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

f. **Payroll Taxes**

The District will pay its matching share of FICA and PERA taxes as provided for by the Minnesota Deferred Compensation Legislation.

- g. Plan Must Comply with Federal and State Laws  
The PLAN is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b), and IRS Code Section 457.
- h. Enrollment Limited to Participating Companies  
Tax sheltered annuity purchases will be limited to companies currently having employees enrolled in the program. Additional carriers will be accepted only if they have ten (10) or more of the Employer's employees who desire the program through the specific company requesting to be added, and then, only with written approval of the Employer.

For new employees hired for employment for the 2018-2019 school year and thereafter, tax sheltered purchases will be limited to the following 8 tax sheltered annuity companies:

American Funds	ESI Financial
Ameriprise	Great West
AXA Equitable Life	Vanguard
Common Wealth Annuity	VOYA

All employees are also eligible to participate in the State of Minnesota 457 Deferred Compensation tax deferred savings plan.

## **ARTICLE XV** **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 employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

### Section 2. Representative

The employee, supervisor, 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 in accordance with State Statute.

### Section 3. Definitions and Interpretations

#### 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 in this contract.

#### 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 bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date the event giving rise to the grievance occurred, or the employee had reasonable knowledge thereof. 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 Board's designee.

Section 5. Adjustment of Grievance

The School Board and/or designee 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:

Upon the occurrence of any alleged violation of the agreement, the employee involved shall attempt to resolve the matter on an informal basis with the Nutrition Service Supervisor, the Nutrition Service Supervisor shall give a written decision on the grievance to the parties involved within five (5) 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 or Executive Director of Finance & Operations, provided such appeal is made in writing within five (5) 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 five (5) days after the receipt of the appeal. Within five (5) days after the meeting, the Superintendent or designee shall issue a decision in writing to 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 (5) 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 (20) days after receipt of the appeal. The date and time will be designated. Within ten (10) 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. Denial of Grievance

Failure by the School Board or its representative to issue a decision within the time periods provided herein including observance of dates and times of meetings shall constitute a denial of the grievance and the employee may appeal it to the next level.

## Section 7. Arbitration Procedures

In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

### Subd. 1. Request:

A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

### Subd. 2. Prior Procedure Required:

No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

### Subd. 3. Selection of Arbitrator:

Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the State Bureau of Mediation Services to appoint an arbitrator, pursuant to the P.E.L.R.A. (Public Employment Labor Relations Act, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the State Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

### Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
  - i. the issues involved
  - ii. statement of the facts
  - iii. position of the grievant
- b. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing. If the School Board submits information to the arbitrator in advance of the hearing a copy of such information will be simultaneously submitted to the Union.

### Subd. 5. Hearing:

The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be consistent with the original grievance.

### Subd. 6. Decision:

The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971.

Subd. 7. Expenses:

Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator. The cost of the transcript or recording will be borne by the requesting party. Any other expenses which the parties mutually agree are necessary for the conduct of the arbitration shall be shared equally.

Subd. 8. Jurisdiction:

The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this contract and the provisions of PELRA of 1971.

Signed this 6th day of SEPTEMBER, 2018.

For Service Employees International Union  
Local 284

Julie A. Thompson  
Negotiating Committee Member

Zina B. Heg  
Negotiating Committee Member

Val Nelson  
Negotiating Committee Member

Dem Vant  
Negotiating Committee Member

Rosemary Spaul  
Negotiating Committee Member

Shelly Johnson  
Union Representative

For Minnetonka Public Schools  
Ind. School District #276

Ling Wagner  
Chairperson

Mike Sun  
Clerk

[Signature]  
Board Negotiator

Paul Bongasi  
Board Negotiator

Robyn Klinker  
Board Negotiator

Jane Bender  
Board Negotiator

**SCHEDULE A****Nutrition Services Salaries****2018-2019**

<u>CLASS I - CASHIERS AND/OR COOK'S HELPERS</u>	
Step 1	\$15.13
Step 2	\$15.77
Step 3	\$16.42
Step 4	\$16.87

<u>CLASS II - COOK</u>	
Step 1	\$17.13
Step 2	\$17.83
Step 3	\$18.36

**2019-2020**

<u>CLASS I - CASHIERS AND/OR COOK'S HELPERS</u>	
Step 1	\$15.36
Step 2	\$16.00
Step 3	\$16.65
Step 4	\$17.20

<u>CLASS II - COOK</u>	
Step 1	\$17.36
Step 2	\$18.06
Step 3	\$18.76

**CLASS III – COOK-MANAGER Schedule 2018-2019**

<u>Step</u>	<u>School</u>		
	<u>High School</u>	<u>Middle School</u>	<u>Elementary School</u>
Step 1	\$22.97	\$21.86	\$21.02
Step 2	\$23.90	\$22.75	\$21.87
Step 3	\$24.86	\$23.69	\$22.79

**CLASS III – COOK-MANAGER Schedule 2019-2020**

<u>Step</u>	<u>School</u>		
	<u>High School</u>	<u>Middle School</u>	<u>Elementary School</u>
Step 1	\$22.97	\$21.86	\$21.02
Step 2	\$23.90	\$22.75	\$21.87
Step 3	\$25.35	\$24.18	\$23.28

**Other Wage Differentials****2018-2020**

<u>Longevity Pay</u>	
After Five Years Service	\$0.25
After Seven Years of Service	\$0.35
After Ten Years Service	\$0.55
After Fifteen Years of Service	\$0.75
After Twenty Years of Service	\$0.95
<u>School Nutrition Association Certification Program</u>	
Level I Certification	\$0.55
Level II Certification	\$0.70
Level III Certification	\$0.85
Level IV Certification	\$1.35
<u>Assignment Factor</u>	
Class I & Class II assigned to MHS Cafeteria	\$0.25