

December 9, 2019
Child Nutrition 2019-2021
District Financial Proposal

TOTAL PACKAGE OFFER

Wages

\$0.38 across the board both years retro to July 1, 2019

Longevity

Completed 5 years by September 1:	\$0.15 (new language)
Completed 10 years by September 1:	\$0.25
Completed 15 years by September 1:	\$0.35
Completed 20 years by September 1:	\$0.40

Longevity increases to begin upon settlement of contract – no retro

ARTICLE VII, Section 1, Subd. 5

Certification Pay: Employees with national (SNA) certification shall receive the following differentials in addition to their hourly job classification rate for all hours paid, according to the Level at which the employee is certified. An employee assigned to a classification must achieve appropriate certification levels for that classification within one school year, and must maintain the appropriate certification thereafter.

Level I	no differential
Level II	\$0.40 per hour
Level III	\$0.65 per hour
<u>Level IV</u>	<u>\$0.75 per hour (new language)</u>

Certification pay increases to begin upon settlement of contract – no retro

ARTICLE XI, Section 3. Tax Deferred Matching Contribution Plan, Subd. 7.

School District Contribution: The amount of the school district match contribution shall be up to ~~\$500~~ **\$600.00** for each eligible child nutrition employee who works at least 8 hours per day. Eligible child nutrition employees who work less than 8 hours per day are eligible for a pro-rata match contribution using the same formula as is described for insurance in Article VIII, Section 3. The lifetime maximum contribution for any employee is ~~\$6,000~~ **\$7,000.00**. The match contribution amount for the year will not be adjusted for employees that change hours after September 15 of each year.

DECEMBER 9, 2019
DISTRICT PROPOSALS AND RESPONSE TO UNION PROPOSAL OF
SEPT 10, 2019 and DEC 9, 2019
CHILD NUTRITION

Underlined language is language that the parties have tentatively agreed to add to the contract; (2) ~~struck through language~~ is current contract language that the parties have tentatively agreed to remove from the contract; and (3) plain language is current contract language that remains unchanged.

Underlined language is language that SEIU has proposed to add to the contract; (2) ~~struck through language~~ is current contract language that SEIU has proposed to remove from the contract; and (3) plain language is current contract language that SEIU has proposed to leave unchanged.

Underlined language is language that the District has proposed to add to the contract; (2) ~~struck through language~~ is current contract language that the District has proposed to remove from the contract; and (3) plain language is current contract language that the District has proposed to leave unchanged.

TENTATIVE AGREEMENTS

1. ARTICLE IX- Paid Absences

Section 1. Sick Leave: Union Proposed Language – Original TA from September 10, 2019 reversed by union on December 4, 2019.

UNION REMOVED THIS LANGUAGE FROM THE TABLE DEC. 9, 2019

~~Subd. 2. Employees who have accumulated 120 days of sick leave may begin a retirement bank. All days in excess of 120 will go into a retirement bank.~~

~~Subd. 8. Retirement Bank: Employees who have accumulated 120 days of sick leave may begin a retirement bank. All days in excess of 120 will go into a retirement bank. Upon retirement, employees will be paid 50% of the banked days at their rate of pay during the last full year of employment up to a maximum of 40 days.~~

2. ARTICLE XI- Retirement

Section 2. Payment for Sick Days at Retirement:

Subd. 1. Eligibility: Eligible employees are those hired prior to July 1, 2007 who irrevocably elected severance payments in lieu of the tax-deferred match outlined in Article XI, Section 3.

3. ARTICLE VI HOURS OF WORK

Section 4. Meal Period:

Subd. 1. During the scheduled meal period employees may be required by the ~~Head Cook~~ Cook Manager or Satellite Lead to return to duty in the event of a food preparation or serving emergency.

4. ARTICLE XVI SEPARATION FROM EMPLOYMENT

Section 1. Basis for Separation:

Subd. 4. Failure to Report to Work: Employees who fail to report for work for ~~three~~ two consecutive work days, without notification to their supervisor, may be considered by the School District to have resigned.

5. ARTICLE IX PAID ABSENCES

Section 1. Sick Leave:

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available in the office of request for leave in the Skyward system.

UNION'S PROPOSALS

1. ARTICLE IX- Paid Absences

A. Union Proposal

Section 1. Sick Leave:

Subd. 7. Emergency Closing: An employee may use ~~one~~ two days of accumulated sick leave per school year or, for those employees who do not accrue sick days, they may use two days of accumulated personal leave per year for an emergency closing.

B. District Counter

Section 1. Sick Leave:

Subd. 7. Emergency Closing: An employee may use one day of accumulated sick leave per school year or, for those employees who do not accrue sick days, they may use one day of accumulated personal leave per year for an emergency closing.

UNION DROP DECEMBER 9, 2019

2. ARTICLE XIV- Job Posting

A. **Section 2. Posting of Vacancies:** When a job position covered by this Agreement is vacant, the vacancy will be posted for bid. All employees covered by this Agreement are eligible to bid. The posting of the vacancy shall contain an adequate description of the job duties, the rate of pay, and shall be posted for 5 work days. The school district shall make every effort to post job positions in a variety of places including, but not limited to, individual school newspapers, relevant social media sites, and local news publications such as The Voice, Southwest Review, and The Patch.

(New) Section 3. Interview Committee: The interview committee shall consist of the Child Nutrition Supervisor and one (1) Cook Manager or Assistant Manager from the kitchen which has the open position. The Supervisor shall make every effort to conduct interviews during the Manager's regular work hours. In the event that an interview is scheduled outside of regular work hours, the Manager shall be compensated according to Article VI and Article VII. The committee will select the best qualified candidate.

UNION DROP DECEMBER 9, 2019 (NOT TERM AND CONDITION OF EMPLOYMENT – PELRA NOT NEGOTIABLE)

DISTRICT'S PROPOSALS

1. ARTICLE VI HOURS OF WORK

~~Section 5. Emergency Closing: In the event school is closed, and employees report for work, the employees shall receive the following compensation: Two (2) hours regular rate of pay. In the event employees report for work when the school is closed during regular work hours employees will be compensated for two (2) hours of work at the current rate of pay. These hours will not count toward any potential overtime calculations.~~

DISTRICT WILL DROP THIS LANGUAGE

2. ARTICLE XIII PROBATIONARY PERIOD

Section 1. Probationary Period:

Subd. 1. New Employees: All new employees shall serve a probationary period for the first 120 actual days worked and completion of SNA classes. Certificates of completion will be provided to the Child Nutrition Supervisor. During the probationary period the employee may be terminated at the sole discretion of the School District. In all other respects this Agreement shall apply to all employees unless specifically provided to the contrary.

DISTRICT WILL DROP THIS LANGUAGE