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### **PREAMBLE**

This agreement entered into between Independent School District No. 761, Owatonna, Minnesota hereinafter referred to as the Employer, and Nutrition Service Employees, hereinafter referred to as the Employee, shall provide the terms and conditions of employment for Nutrition Service Employees of School District No. 761.

### **DISCRIMINATION**

No person in the United States shall, on the grounds of race, color, religion, sex, age, national origin, disability or any other basis as prohibited by law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of Independent School District No. 761.

Nothing in this agreement shall be construed or applied to deny to any Employee the employment opportunities stated within. Any alleged denial of these employment opportunities may be a direct violation of employment practices and shall be submitted to the grievance procedure.

### **EMPLOYEE HARASSMENT**

It is the policy of the Owatonna Public Schools to maintain a learning and working environment that is free from unwelcome verbal or physical conduct that harasses, disrupts, or interferes with Employee work performance or creates an intimidating, hostile or offensive work environment.

Employee harassment is any unwelcome conduct that illegally discriminates against an Employee and includes sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors or other inappropriate verbal or physical conduct of a sexual nature.

The Employer will act to investigate all complaints, either formal, or informal, verbal or written, of harassment and discipline any employee who harasses a student or employee of the school district according to current Board policy.

**ARTICLE I**  
**EMPLOYMENT DEFINITIONS**

**Section 1 - Full Time Employment**

Full-time Employees shall be defined as those Employees regularly scheduled for thirty (30) hours or more per week throughout the school year.

**Section 2 - Basic Daily Schedule**

Nutrition Service positions shall be scheduled as deemed necessary by the District Director of Nutrition Services and the Superintendent's Designee. Employees who regularly work four (4) hours or more per day will be granted one fifteen (15) minute paid rest period to be taken at a time when the least disruption in service results.

All Employees, for the convenience of the Employer, may receive a school lunch each workday at no cost to them. The lunch period taken will be non-compensated time. The lunch period will be scheduled outside the Employee's work day if the Employee is scheduled for less than four hours per day.

The scope of an Employee's work schedule, at the Employer's discretion, should include the time from two (2) weeks prior to school to one (1) week after school to include any non-student contact days or on special occasions with reasonable advanced notification by the Director of Nutrition Services.

**Section 3 - Certification Training**

**Subd. 1 - Certification Requirements:**

All Nutrition Service personnel will participate in training provided by the Employer for professional development.

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Food Service Assistants and Cooks/Cashiers are required to obtain School Nutrition Association (SNA) Level 1 Certification within one year from the date of employment.

Head Cooks are required to obtain Minnesota Food Manager Certification within six months of employment and School Nutrition Association (SNA) Level 1 Certification within one year of employment and Level 3 Certification within three years of employment.

**Section 3 - Certification Training, continued**

Failure to complete required courses within the probationary period may be cause for termination. An Employee's current wage will be frozen until verification of satisfactory completion of certification training requirements has been received by the Director of Nutrition Services. Advancement to the increase will be effective the beginning of the month following receipt of said verification.

**Subd. 2 - Courses and Fees:**

The Employer will provide courses for Level 1 certification within the district at no cost to the Employee. An Employee unable to attend courses provided by the Employer will subsequently pay their own registration fee. If a course needed to obtain certification within the certification timeline is not available, the Employee may request attendance at a course offered outside the district. Courses submitted for reimbursement must be pre-approved by the Director of Nutrition Services. Reimbursement will be for SNA member-only fees.

The district will reimburse SNA member-only course fees for an Employee taking required courses to obtain and maintain Level 3 certification, when the certification is required by the district. The Employee must submit proof of payment and course completion certificates to be eligible to receive reimbursement. Registration for all courses and workshops must be pre-approved by the Director of Nutrition Services.

Employees are not compensated for course hours to obtain or maintain certification(s).

MN Food Manager Certification: The Employee is responsible for fees to obtain MN Food Manager Certification. The District will cover the cost of the MN Food Manager Certification renewal.

SNA Membership: Membership to the School Nutrition Association is encouraged, but not required. The cost of membership renewal fees will be paid by the district.

SNA Certification: The Employee is responsible for application fees associated to obtain certification. The school district will reimburse the certification renewal fee for an Employee assigned to a position that requires certification. Employees are required to submit a copy of their certification renewal certificate within 30 days of the Employee's receipt of the renewal certificate to the Director of Nutrition Services to be eligible for reimbursement.

**Section 4 - Transfers**

An Employee temporarily transferred to a higher paid classification for a period of ten (10) consecutive days or more shall be compensated for all hours worked in the higher classification in excess of ten (10) days at the higher rate of pay. An Employee temporarily transferred to a lower classification shall suffer no reduction in wages.

An Employee temporarily transferred to a higher paid classification to replace an Employee on a Board approved leave shall be paid at the higher rate of pay beginning on day one (1) of the assignment.

An Employee temporarily transferred to fill a vacancy at a higher classification for a period of ten (10) consecutive days or more shall be compensated retroactive to day one (1) for all hours worked in the higher classification at the higher rate of pay.

**Section 5 - Overtime**

Hours worked beyond normal assignment shall be pre-approved by the Employee's supervisor. All hours worked in excess of forty (40) hours per week shall be compensated for at the rate of one-and-one-half (1 1/2) times the Employee's hourly rate of pay.

The Employer shall have the option of cash or compensatory time off for overtime hours worked at the rate at which the overtime was earned. If the Employer elects compensatory time off, the time off shall be at a time mutually agreed upon. If an Employee terminates employment, they shall be compensated for any compensatory time off they have accumulated.

Approved paid time off shall count as hours worked in the computation of overtime.

**Section 6 - Extension of Regular Work Day**

Employees working a special event which requires the Employee to return to work following their regularly scheduled work day; or a special event scheduled by the Director of Nutrition Services on a non-regular work day, shall be compensated at a rate of \$3.50 above their regularly scheduled pay until time worked in any one week reaches forty (40) hours constituting standard overtime as per Section 6 of the Article.

**Section 7 - Dress Standards/Uniform Allowance**

The District shall set dress standards and will provide the following uniform attire:

The Employer shall provide five (5) shirts to each new Employee. Upon submission of original sales receipts, the Employee shall be reimbursed for four (4) pants, up to a value of \$25 each. Pants must meet specifications as prescribed by the Director of Nutrition Services. On each anniversary date thereafter, the Employer shall provide four (4) shirts. The deadline to submit for reimbursement is February 1 of each year.

Employees may purchase additional uniform pieces at the current vendor price.

Eligibility for uniforms begins after three (3) months of employment as a Nutrition Service Employee.

It shall be the obligation of each Employee to wear their uniform during work hours and to maintain it in a clean and presentable condition at all times.

**Section 8 - Shoes/Shoe Allowance**

Employees are required to wear Food Service industry standard, slip resistant footwear of durable top-quality leather, with cushioned, shock absorbing insoles for comfort and proper support.

The Employer agrees to provide an annual shoe allowance reimbursement of up to \$100. The \$100 shoe allowance can be used toward more than one pair of shoes if high quality food service industry standard shoes are purchased. Eligibility for shoe allowance begins after three (3) months of employment as a Nutrition Service Employee. Employees are required to submit the original sales slip by February 1 of each year to the Director of Nutrition Services for reimbursement.

**ARTICLE II**  
**HEALTH PROVISIONS**

**Section 1 - Physical Examination**

All Employees may be required to submit a physical examination report to the Employer after being offered a position and recommended for employment. The cost of this examination will be borne entirely by the Employer.

**Section 2 - Health Examinations**

An Employee shall be allowed full pay in the event of absence to take health examinations; however, the number of days absent will be subtracted from accumulated sick leave time.

Requests for absence to take health examinations shall be made to the Employee's supervisor and approved by the Superintendent's Designee.

**ARTICLE III  
HOLIDAYS**

**Section 1 - Holidays**

Subd 1: All full-time Employees shall receive the following holidays:

New Years Day    President's Day\*    Thanksgiving Day

(\*If President's Day is a student or staff day, the district may designate an alternate day. If an alternate day is not designated, a floating holiday may be taken after approval is received from the Employee's supervisor.)

Subd 2: In order for an Employee to qualify for holiday pay, they shall have worked their last scheduled day prior to the holiday and their first scheduled day following the holiday, unless excused by the Employer.

**ARTICLE IV  
LEAVES**

**Section 1 - Sick Leave**

Subd. 1: Full-time Employees shall be granted one (1) day of sick leave per month of employment accumulative to 190 days. Daily value of sick leave credit shall be based on the average hourly workday of the Employee for the current fiscal period. The amount of accumulated sick leave will be indicated on each paycheck stub throughout the year.

Subd. 2: Employees shall be allowed the use of sick leave for their own use when ill, for health care examinations, or for any family illness that necessitates the absence of the Employee. All Employees shall be required to request the use of sick leave from their immediate supervisor.



### **Section 1 - Sick Leave, continued**

Employees that are absent from work due to illness or injury may be required to furnish a doctor's certificate of the Employee's illness or injury when the Employer has reason to believe the Employee is abusing or has abused sick leave or there is a question whether the Employee is physically fit to return to work. The abuse of sick leave shall be just cause for discipline. The Employee shall notify the Employer prior to returning to work.

### **Section 2 - Medical Leave**

For Employees who have exhausted their accumulated paid sick leave, the Employer shall allow an unpaid medical leave of absence for a period of six months. Upon expiration of six (6) months, the leave may be extended one additional six (6) month period by mutual consent of the Employer and the Employee. The Employer reserves the right to require a physical examination by a doctor of its own choosing at its own expense as a condition of granting or continuing medical leave status.

A medical leave of absence is not deemed interrupted by intermittent work if the same disability for which the leave of absence was granted is continuing and prevents the Employee from working.

An Employee shall be granted any benefits they are otherwise entitled to by the Family and Medical Leave Act (FMLA).

### **Section 3 - Bereavement Leave**

Full-time Employees shall be granted up to five (5) days absence with full pay for the funeral of a member of the Employee's immediate family or spouse's immediate family which includes, mother, father, brother, sister, wife, husband, child, niece, nephew, grandparents, and grandchildren, and the Employee's or the Employee's spouse's in-laws. The fourth (4th) and fifth (5th) days of bereavement leave shall be deducted from the Employee's sick leave accumulation. All full-time Employees shall be granted one (1) day with pay per year for the funeral of other persons. All additional funeral leave shall be deducted from the Employee's sick leave accumulation.

### **Section 4 - Emergency Leave**

Full-time Employees may be granted an emergency leave when it is recommended by their supervisor and approved by the Superintendent's Designee. This leave shall be deducted from the Employee's sick leave accumulation.

**Section 5 - Jury Duty Leave**

All Employees shall be granted a leave with pay for jury duty. However, for an Employee to be covered by this provision, the Employee shall turn over to the Employer their reimbursement for jury duty hours, except for reimbursement for meals and mileage.

**Section 6 - Military Leave**

An Employee shall be allowed military leave according to Minnesota State Statute.

**Section 7 - Emergency School Closing**

When school is closed because of inclement weather or other emergencies, Employees will be expected to contact their supervisor to determine their schedule and work assignment. Employees shall be paid for hours worked.

**Section 8 - Personal Leave**

An Employee may be granted an unpaid personal leave upon the recommendation of their supervisor, and with approval from the Superintendent's Designee. Such leave shall not exceed thirty (30) days duration.

**Section 9 - Child Care Leave**

Subd. 1: A child care leave may be granted by the Employer subject to the provisions of this section and the Family and Medical Leave Act. Absence due to disabilities caused by pregnancy shall be governed by the sick leave provisions of this Agreement. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the Employee for an extended period of time.

Subd. 2: An Employee making application for child care leave shall inform the Employer in writing of intention to take leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3: If the reason for the child care leave is occasioned by pregnancy, an Employee may utilize sick leave pursuant to the sick leave provisions of this Agreement. A pregnant Employee will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery. The duration of such sick leave shall not exceed the period of actual physical disability.

**Section 9 - Child Care Leave, continued**

The definition of disability shall be as reasonably determined by a licensed physician. As a condition of receiving sick leave payments, the Employee may be required to subject to an examination by a physician designated by the Employer.

Subd. 4: The Employer may adjust the proposed beginning or ending of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 5: In making a determination concerning the commencement and duration of a child care leave, the Employer shall not, in any event be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit an Employee to return to their employment prior to the date designated in the request for child care leave.

Subd. 6: An Employee returning from child care leave of six weeks or less shall be entitled to the former position or one of comparable duties, hours and pay. An Employee returning from a child care leave longer than six weeks shall be assigned to a position for which they are qualified in accordance with the Family and Medical Leave Act.

Subd. 7: Failure of the Employee to return without acceptable excuse pursuant to the date determined under this Section shall constitute grounds for termination unless the Employer and the Employee mutually agree to an extension in the leave.

Subd. 8: The applicable periods of probation for Employees as set forth in this Agreement are intended to be periods of actual service enabling the Employer to have opportunity to evaluate an Employee's performance. The periods of time for which the Employee is on child care leave shall not be counted in determining completion of the probationary period.

**Section 9 - Child Care Leave, continued**

Subd. 9: An Employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The Employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10: An Employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium or portion thereof in accordance with the Family and Medical Leave Act for such programs the Employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the Employee does not return to the District pursuant to this Section.

**Section 10 - Depleted Leave Accrual**

Whenever absences are not covered by sick leave because of ineligibility or insufficient balance of sick leave accrual, a reduction in pay will be affected for the time away from work.

**Section 11 - Unpaid Leave of Absence**

The District agrees to give consideration to requests from individual Employees covered by this agreement for leaves of absence without pay; said leave to be for 1 or more days, not to exceed 5 days. Requests are to be submitted to the Superintendent or designee. Denial of such request is not subject to grievance under the provisions of this contract.

**ARTICLE V**

**PERFORMANCE EVALUATION**

The primary intent of a supervisory evaluation process will be the personal and professional development of the Employee. A formal summative evaluation of work performed shall be formulated by the end of the first year for all new Employees and every other year for non-probationary Employees. Employees shall submit to their supervisor goals via a goal setting process prescribed by the Employer. The Employer reserves the right to place non-probationary Employees on the probationary cycle of the formal summative evaluation process if it is determined necessary by the Employer.

**ARTICLE V**  
**PERFORMANCE EVALUATION, continued**

Evaluations shall be conducted by the Employee's immediate supervisor, consistent with the standards of performance and in cooperation with the Superintendent's Designee. Whenever practical, such evaluation shall be discussed between the supervisor, the Superintendent's Designee, and the Employee. A copy of said evaluation shall be forwarded to the Superintendent's Designee for placement in the Employee's personnel file.

**ARTICLE VI**  
**PROBATIONARY PERIOD**

All Employees are on probation for the first twelve (12) months of their employment and may be dismissed at any time within this period with one (1) week's notice, or for due cause, without any notice.

After the probationary term of employment, an Employee will be given two weeks notice before separation from employment by the Employer, except in cases where due cause may justify immediate separation.

**ARTICLE VII**  
**DISCIPLINE AND DISCHARGE**

**Section 1 - Progressive Discipline and Representation**

The Employer and Employee agree that discipline is to be used as a means of correcting improper job-related behavior. Due process shall be provided for all employees who have completed the probationary period. Due process for initial minor infractions shall encompass the concept that the employee receives reasonable notice of expectations privately and appropriate opportunity to correct behavior. Discipline for non-probationary employees shall be progressive and taken in the following steps; however, advancement from one step to the next step or combination of steps of progressive discipline is subject to Employer discretion.

- 1.. Verbal warning/reprimand
2. Written warning/reprimand
3. Suspension with or without pay
4. Discharge

### **Section 1 - Progressive Discipline and Representation, continued**

The Employee shall be given the opportunity to have the appropriate representation, however, the unavailability or refusal of appropriate representation shall not abridge the Employer's right to institute discipline.

Employees who have completed the probationary period who are subject to disciplinary action shall have the right to the grievance procedure.

### **Section 2 - Suspension or Immediate Discharge**

Cause for suspension or immediate discharge shall be determined by the nature and severity of the employee's misconduct, incompetence or deficiencies and such infraction include but not be limited to the following:

1. Theft.
2. Drinking of alcoholic beverages on the Employer's premises or being intoxicated on the job.
3. Clear insubordination.
4. Repeated inefficiency or inability to meet acceptable standards of work.
5. Threats of or behavior indicating risk of violence.

### **Section 3 - Procedures**

All discipline shall be in writing. All official reprimands shall be served on the Employee in writing within forty-eight (48) clock hours in consecutive Employer business dates from the time of the incident giving rise to reprimand.

### **Section 4 - Personnel Records**

Each Employee shall have only one (1) personnel file and no written allegations shall be used as a basis of discipline unless they have been entered into the Employee's personnel record. Upon request, any Employee shall be informed of the contents and meaning of their personnel file or shown the file without any charge. After the individual has been so informed, the file need not be disclosed to the Employee for six (6) months unless a dispute or action concerning its contents is pending. The Employee shall be provided copies of any material contained in the personnel file upon request. The cost of providing copies shall be borne by the Employee. Any dispute concerning the accuracy or completeness of the personnel file shall be subject to the grievance procedure.

**Section 5 - Representation**

Accredited representatives of the Employee shall be granted reasonable access to the Employer's premises to investigate grievances as long as the work force is not interrupted in the performance of their duties. Said access will be limited to the end of the school day after classes.

**Section 6 - Procedure**

All discipline and discharge shall be subject to the grievance procedure as outlined in Article VII of this Agreement.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

**Section 1 - Grievance Definition**

A grievance shall mean a dispute or disagreement between the Employee and the Employer as to the interpretation of terms and conditions of employment in this Agreement. A grievance may be brought by an Employee, or the Employer.

**Section 2 - Representative**

The Employee or Employer may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf. Such representation shall not exceed three (3) in number.

**Section 3 - Definition 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 (Monday through Friday) not designated as holidays by state law.

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.

**Section 3 - Definition and Interpretations, continued**

**Subd. 4 - Filing and Postmark:** The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

**Section 4 - Time Limitations and Waiver**

A grievance shall not be valid for consideration unless the grievance is received in writing by the party being served, within ten (10) days after the date the event giving rise to the grievance occurred, setting forth the facts and the specific provisions of this Agreement allegedly violated and the particular relief sought. Failure to comply with this time period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another level within the time periods hereinafter 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 Employer or its designee.

**Section 5 - Adjustment of Grievance**

The Employer and the Employee shall attempt to adjust such grievances which may arise during the course of employment of any Employee within the School District in the following manner:

- A. **Level 1:** If the written grievance is not resolved through informal discussions, the Employer or designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.
- B. **Level 2:** In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing to said Superintendent within five (5) days after receipt of the decision in Level 1. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time mutually agreeable to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.



**Section 5 - Adjustment of Grievance, continued**

- C. Level 3: In the event the grievance is not resolved in Level 2, the decision rendered may be appealed to the School Board, provided such appeal is made in writing to said School Board within five (5) days after receipt of the decision in Level 2. If the 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. Within twenty (20) 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. The decision of the School Board shall be final and binding.

**ARTICLE IX**  
**GROUP INSURANCE PROGRAMS**

**Section 1 - Eligibility**

Group insurance programs shall be available to full-time Employees. It shall be the responsibility of the Employee to make application for group insurance programs desired. Group insurance premiums or portions of premiums not paid by the Employer shall be borne by the Employee through payroll deduction.

The Employer shall not be responsible for any provisions and coverages not contained in any of the Employee group insurance contracts.

**Section 2 - Health and Hospitalization Insurance for Employees Working Thirty (30) or More Hours Per Week**

Subd. 1 - Single Coverage: The Employer shall contribute \$573.00 per month for twelve months during the 2020-2021 school year toward the premium for individual coverage for all full-time Employees who qualify for and are enrolled in an Employer group health and hospitalization plan and who qualify for single coverage. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

**Section 2 - Health and Hospitalization Insurance for Employees Working Thirty (30) or More Hours Per Week, continued**

**Subd. 2 - Family Coverage:** The Employer shall contribute \$1,342.00 per month for twelve months during the 2020-2021 school year toward the premium for dependent coverage for all full-time Employees who qualify for and are enrolled in an Employer group health and hospitalization plan and who qualify for dependent coverage. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

**Section 3 - Insurance Premium Tax Shelter**

The Employer shall make available to Employees a tax shelter as provided by law for the Employee insurance contributions.

**Section 4 - Dental Coverage for Employees Working Thirty (30) or More Hours Per Week**

Full-time Employees may apply for enrollment in the Employer group dental insurance plan.

**Subd. 1 - Single Coverage:** The Employer shall contribute \$22.70 per month for twelve months during the 2020-2021 toward the premium for individual coverage for all full-time Employees who qualify for and are enrolled in the Employer group dental plan and who qualify for single coverage. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

**Subd. 2 - Family Coverage:** The Employer shall contribute \$49.19 per month for twelve months during the 2020-2021 school year toward the premium for dependent coverage for all full-time Employees who qualify for and are enrolled in the Employer group dental plan and who qualify for dependent coverage. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

**Section 5 - Long Term Disability (Income Protection)**

The Employer shall contribute the full premium toward an income protection plan for full-time employees. This program will pay  $\frac{2}{3}$  of the Employee's base salary with a 90 consecutive calendar day elimination period. The maximum benefit period will be detailed in the certificate of insurance document.

**Section 6 - Life Insurance**

The Employer shall contribute 100% of the cost of group term life insurance with a face value of \$50,000 for full-time Employees.

**Section 7 - Workers' Compensation**

Workers' Compensation Insurance is carried by the Employer. This insurance covers injuries that occur while the Employee is performing services in regard to their employment with the Employer. When an Employee is off work with a compensable injury, they shall receive the difference between their compensation check and their regular check until accumulated sick leave is depleted.

**ARTICLE X**  
**SEPARATION/RETIREMENT**

**Section 1 - Separation/Retirement**

Subd. 1 - Separation: An Employee who voluntarily terminates employment will provide written notification to the Employer at least two (2) weeks prior to leaving. If two weeks notice is not given, the Employee will forfeit rights to any accumulated leave, unless the two-week notification requirement is waived by the Superintendent.

Prior to leaving active employment, the Employee shall:

- (1) Return Employer keys and any other Employer property.
- (2) Contact Employer regarding the conversion or cancellation of group health insurance or life insurance.

**Section 2 - Early Retirement**

The following constitutes conditions of eligibility and compensation for Employees desiring to elect early retirement:

- A. Employee must be at least fifty-five (55) years of age in order to make application for early retirement under this article;
- B. Employee must have completed at least ten (10) consecutive years of satisfactory full-time employment with Independent School District No. 761; and
- C. Employee must be in good standing and actively at work in a full-time position at the time provisions of this Article are applied for.
- D. If the above conditions are met, the Employee will be eligible for lump sum payment under this Article calculated as follows:

Number of accumulated sick leave days (X) 50% (X) daily rate of pay at the time of retirement.

**Section 2 - Early Retirement, continued**

Subd. 1 - Deferred Compensation: An Employee receiving deferred compensation under the provisions of Section 2 of this Article shall receive such compensation in the form of a lump sum paid on behalf of the Employee to the district-sponsored special pay deferral plan.

**ARTICLE XI**  
**BASIC SCHEDULES AND RATES OF PAY**

Employees receive a 3.0% increase in wages for 2020-2021

**Section 1 - Salary Schedule**

**Subd. 1 - Salary Schedule:**

<b><u>Food Service Assistant (A-1-1)</u></b>	<b>2020-2021</b>
Tier I	12.40
Tier II	15.22
<b><u>Cook/Cashier (A-1-3)</u></b>	<b>2020-2021</b>
Tier I	14.33
Tier II	17.61
<b><u>Head Cook (B-2-1)</u></b>	<b>2020-2021</b>
Tier I	15.92
Tier II	19.47
<b><u>Summer Head Cook (B-2-2)</u></b>	<b>2020-2021</b>
Tier I	16.50
Tier II	20.35
<b><u>Kitchen Manager (B-2-3)</u></b>	<b>2020-2021</b>
Tier I	18.31
Tier II	22.43

**Subd. 2 - General Pay Provisions:**

Previous experience, qualifications, certification and training may be taken into consideration when hiring and the Employer may hire above beginning wages.

**Subd. 3 - Tier Movement:**

A new Employee is eligible to move to the Tier II rate of pay on the third anniversary date of employment as a Nutrition Service Employee and after attainment of the certification level required for their position. Employees are not eligible for tier movement during the 2020-2021 school year.

**Section 2 - Additional Compensation**

**Subd. 1 - Years of Service Increment:**

- After 15 years of service - \$150
- After 20 years of service - \$250
- After 24 years of service - \$350

A full-time Employee is eligible to receive an annual years of service increment beginning in the school year following the completion of 15, 20, and 24 years. The stipend will be paid out in one lump sum on June 30 of each year. A separate check will be issued for the lump sum payout.

A part-time Employee is eligible to receive an annual years of service increment (prorated based upon the weekly scheduled hours compared to a full-time employee) beginning in the school year following the completion of 15, 20, and 24 years. The stipend will be prorated over the Employee's pay checks throughout the school year.

**Subd. 2. - Employee Relations Council Representatives**

An Employee who serves on the Employee Relations Council is eligible for compensation as determined by the school district.

**Subd. 3. - Goal Attainment Stipend**

A full-time Employee who attains annual goals established with their supervisor in support of department and school district goals is eligible to receive a stipend of up to \$100. The stipend is to be paid in a lump sum on or before June 30 in the year of goal attainment.

A part-time Employee who attains annual goals established with their supervisor in support of department and school district goals is eligible to receive a stipend of up to \$50. The stipend is to be paid in a lump sum on or before June 30 in the year of goal attainment.

**ARTICLE XII**  
**MANAGEMENT RIGHTS**

All management rights and management functions not expressly delegated in this Agreement are reserved to the Employer. Such rights and obligations include, but are not limited to, such discretion or policy as the function and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**ARTICLE XIII**  
**COMPLETE AGREEMENT**

This Agreement constitutes the full and complete agreement between the Employer and the Employees represented. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, Employer policies, rules or regulations concerning the terms and conditions of employment inconsistent with these provisions.

**ARTICLE XIV**  
**SAVINGS CLAUSE**

In the event that any provision, phrase or clause of this agreement shall be at any time declared invalid by any court or jurisdiction, the decision shall not invalidate the entire Agreement. It being the expressed intention of the parties that all other provisions remain in full force and effect.

**ARTICLE XV**  
**WAGES/DEDUCTIONS/DISTRIBUTIONS**

**Section 1 - Salary Deductions**

Mandatory deductions from checks shall include federal income tax, Minnesota state income tax, Public Employees Retirement Association payments and social security - FICA tax deductions, if applicable.

**Section 2 - Distribution**

Salary checks shall be distributed to all Employees on the 15th and 30th of each month or, if changed, in the same manner as other full-time classified Employees of the Employer. Paychecks for Employees on an hourly rate basis shall be distributed within the limitations necessary for processing time card paychecks.

**Section 3 - Promotions**

Any Employee promoted to a higher classification, shall be placed at a Tier on the salary schedule of the new classification that represents an increase in pay over the Employee's previous salary.

**Section 4 - Reclassification**

Any Employee requesting reclassification shall submit the request by December 1st of any year. The consideration of the reclassification shall be completed by June 1st of the ensuing year, and the results of such reclassification shall be subject to the negotiated pay table for the next fiscal year.

**Section 4 - Reclassification, continued**

If the duties of an Employee's position are reclassified by the Employer and the position itself is reclassified to a lower Band and Grade, the Employee(s) will be given adequate notice of such change and will realize a commensurate change in rate of pay at the beginning of the next fiscal year provided at least six months have passed since the notice of reclassification.

The Employee shall follow the classification/ reclassification process as outlined by the Employer.

**ARTICLE XVI  
DURATION**



This Agreement shall become effective on July 1, 2020 and shall remain in full force and effect through June 30, 2021.

**For the Employer**

  
\_\_\_\_\_  
  
\_\_\_\_\_

Date: 12.14.20

**For the Group**

  
\_\_\_\_\_  
  
\_\_\_\_\_

Date: 11-24-2020

