

2017-2018 AND 2018-2019

HANDBOOK

for

Sauk Rapids-Rice Public Schools
Food Service Employees

INDEPENDENT SCHOOL DISTRICT NO. 47
SAUK RAPIDS, MINNESOTA

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2017-2018 AND 2018-2019
FOOD SERVICE EMPLOYEES' HANDBOOK

ARTICLE I
RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of this handbook for the period commencing July 1, 2017 through June 30, 2018.

Subd. 2. The wages and salaries reflected in Schedule B, attached hereto, shall be a part of this handbook for the period commencing July 1, 2018 through June 30, 2019.

Subd. 3. Step advancement shall be automatic each July 1.

Section 2. Longevity:

Subd. 1. Longevity will be based upon \$1,200 after ten (10) years, \$1,625 after fifteen (15) years, and \$2,050 after twenty (20) years of continuous employment within the Food Service Unit. Payment will be made each paycheck by dividing the amount eligible for by the number of paychecks the employee receives or in one (1) lump sum to be paid by June 30th of each school year. Eligible food service employees must declare which option they choose by completing a form each spring to be effective July 1st. Beginning on July 1st 2008, only the lump sum option will be available for all eligible food service staff. This lump sum is to be paid out on the June 30th payroll of each school year.

Subd. 2. Longevity is to be paid on prorata basis to the number of hours worked per year. (i.e. someone working 900 hours per year would receive 900/2080 of \$1,200 per year for longevity.)

Section 3. Overrides to base pay:

Twenty five cents (.25) per hour will be paid in addition to the normal rate for work completed during shifts that include time between nine o'clock p.m. and six o'clock a.m. Pay shall be for the entire shift.

Section 4. New Employees:

New employees will be given credit for a year of service if they have been satisfactorily and continuously employed prior to January one (1) preceding.

Section 5. Pay options:

Subd. 1. Beginning with the 2008-2009 school year, current employees of record will have a one time option to designate payment method: (1) to distribute pay over 24 pay periods, (2) to be paid on timecards, (1/2 month lag in pay), this payment designation will be in effect for the rest of the employee's employment with the district unless the employee is promoted to the position of assistant or head cook at which time they will again be given a one time option to designate pay distribution. All new employees will be paid by the timecard only method, unless they are hired in the position of assistant or head cook, then they will be given the one-time option to designate pay distribution.

Subd. 2. If the 24 pay period pay option is chosen, your cycle will start the first pay period you worked. (example: start working August 1, your checks would start August 15)

Subd. 3. Insurance deductions will be taken over 18 pay periods or 24 pay periods to coincide with the above selection.

Section 6. Substitutions:

Employees that are substituting in another position shall receive the pay category of that position starting the sixth (6th) consecutive day of serving in that position retroactive to the starting date of the substitution at the employee's current step placement.

ARTICLE II
GROUP BENEFIT COVERAGE

Section 1. Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance:

The School District shall contribute a sum of not to exceed \$348.50 for the 2017-2018 school year and \$357.50 per month for the 2018-2019 school year, toward the premium for individual or family coverage for each regular full time employee, employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. To the extent the employer contribution described in this paragraph is not sufficient, the employee will be responsible for any remaining cost of coverage under the District's group health and hospitalization plan. Upon retirement, an employee may continue participation in the district's health insurance plan, at the employee's expense. The employee must be eligible for and participating in the School District health plan at the time of retirement. The full cost of the monthly premium must be paid by the employee to the District Business Office.

Section 3. Group Life Insurance:

The School District shall pay the premium of a \$20,000.00 group life insurance program for each regular full-time employee. For employees over age 65, the School District will continue the same Group Life Insurance premium contributions as for any other employee but available benefits may be reduced per life insurance policy. The employee shall contribute the cost of the accidental death and dismemberment coverage.

Section 4. Group Income Protection Insurance:

The School District will contribute up to \$50.00 annually for income protection insurance for each regular full-time employee. The coverage will be to a maximum of two-thirds of \$18,000.00 with the waiting period to be sixty (60) calendar days or the exhaustion of accumulated sick leave whichever is longer. It is agreed that there must be a seventy percent (70%) participation factor of eligible employees.

Section 5. Claims Against the School District:

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as established herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contribution:

An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all district contribution shall cease.

Section 7. Eligibility:

Subd. 1. 100 percent of benefits provided in this Article are designed for regular full-time employees as described in Article IV of this handbook.

Subd. 2. A part-time employee as defined in Article IV of this handbook who works at least 1098 hours during the regular school year shall be eligible for 100 percent of the benefits provided in Section 2 of this Article. The remainder shall be paid by the employee by payroll deduction.

Subd. 3. A part-time employee as defined in Article IV of this agreement who works at least 1250 hours during the year shall be eligible for benefits provided in Article II, Sections 3 and 4 on a proportionate basis to the number of hours worked per year. (i.e. Someone working 1250 hours per year would receive 1250/2080 of the full district contribution to insurance premiums per month). The remainder shall be paid by the employee by payroll deduction.

Section 8. Health Reimbursement Arrangement:

Subd. 1. For the 2013-2014 school year, all employees included within this group shall receive a District contribution to an approved health reimbursement arrangement (HRA) as further provided in this Section 8. This section shall be administered in accordance with the provisions of the applicable tax code.

Subd. 1a. For food service staff who do not select the group medical insurance offered by the District, an annual HRA contribution as described in Subd. 2. shall be made in monthly installments as described in Subd. 3. Until December 31, 2013, the monthly contributions shall be made to the District's Health Reimbursement Arrangement. Beginning on January 1, 2014, the monthly contributions shall be made as additional compensation and shall be paid in one lump sum on June 15th. Notwithstanding the foregoing, in the event a food service staff person described in this Section (8.1a.) enrolls in the District's group medical coverage on or after January 1, 2014, contributions for months in which the employee is covered under the group medical insurance shall be made to the District's Health Reimbursement Arrangement. Notwithstanding the foregoing, any contributions made to the District's Health Reimbursement Arrangement prior to January 1, 2014, or while the employee is enrolled in the District's group medical plan shall remain in the employee's account under the Health Reimbursement Arrangement until used for reimbursements.

Subd. 1b. For food service staff who enroll in the District's group medical insurance, an annual contribution as described in Subd. 2. shall be made to the District's Health Reimbursement Arrangement in monthly installments as described in Subd 3. Notwithstanding the foregoing, in the event food service staff described in this Section 8.1b. cancels coverage under the District's group medical coverage, contributions for any month during which the employee is not covered under the group medical insurance shall be made as additional compensation and shall be paid in one lump sum on June 15th. All employees included within this group who elect to participate in the District's group medical insurance will be required to pay a portion of the cost of coverage under the District's group health and hospitalization plan for his/her account under the Health Reimbursement Arrangement. This distribution from the Health Reimbursement Arrangement will be made on the same cycle as food service staff contribution for coverage under the group medical insurance.

Subd. 1c. For food service staff who select a single coverage under the District's group medical insurance with a total premium that is less than the prescribed District contribution to insurance, an additional HRA contribution shall be made, in monthly installments as described in Subd. 3., in an amount equal to the balance of the District's insurance contribution (i.e., the difference between the district contribution and the premium). Until December 31, 2013, the monthly contributions shall be made to the District's Health Reimbursement Arrangement. Beginning on January 1, 2014, the monthly contributions shall be made as additional compensation. Notwithstanding the foregoing, any contributions made to the District's Health Reimbursement Arrangement prior to January 1, 2014, shall remain in the employee's account under the Health Reimbursement Arrangement until used for reimbursements.

Subd. 2. Amount of Annual HRA Contribution: For employees included within this unit who work at least 1480 hours annually, the employer contribution to the HRA shall be \$600.00. For employees included within this unit, who work less than 1480 hours annually, the annual employer HRA contribution shall be pro-rated based upon the annual hours worked each year divided by 1480.

If an employee separates from employment with the Employer prior to the end of the full-year, the amount of any remaining employer contributions for that employment year shall be prorated based on the actual hours worked prior to separation from employment. Such contribution shall be made at the same time as it would have been made had the separation of employment not happened.

Subd. 3. Timing of HRA Contribution: The HRA of an eligible employee shall be credited monthly with 1/12 of the employee's annual HRA contribution.

Subd. 4. Reimbursements to the employee for certain approved medical care expenditures shall occur on at least the following dates:

- For full-year employees: July 30, November 30, February 28, and May 30.
- For employees who are less than full-year but are not school year only employees: The first reimbursement shall be available on August 30. The remaining three (3) reimbursements will be made in the same fashion and dates as for full-year employees.
- For school year employees: The first reimbursement shall be available on September 30. The remaining three (3) reimbursements will be made in the same fashion and dates as for full-year employees.

The employee shall be reimbursed the lesser of the actual amount of receipts submitted for reimbursement or the balance in the HRA account at the time the reimbursement request is processed. Receipts for approved medical expenses will be required in order to receive reimbursement from the account. For newly-hired employees, only those expenses incurred on or after the official date of hire will be eligible for reimbursement.

Subd. 5. Carry Forward: Remaining balances in the employee's account at the end of the HRA year shall carry forward to, and be available for use in, the next HRA year.

Subd. 6. Continuation Coverage: Where continuation coverage is not otherwise required, under COBRA, the following provisions shall be provided under the HRA. Any HRA account balance remaining at the time of the employee's termination of employment from the District, shall be retained by the District during which time the separated employee may access the HRA balance in accordance with the HRA provisions. Upon retirement from the District, the HRA balance shall be retained by the District during which time the separated employee may access the HRA balance in accordance with the HRA provisions.

Where continuation coverage is otherwise required under COBRA, the following provisions shall be offered by the District in lieu of the otherwise available COBRA coverage. If the alternative in lieu of COBRA is not chosen by the employee, the normal COBRA rules apply including but not limited to limited duration and contribution by the employee of the applicable premiums.

Subd. 7. It is understood by both parties to this agreement that all provisions of this section shall be subject to the terms and conditions of the HRA. In addition, the parties agree to negotiate changes necessary to assure compliance with any and all applicable IRS rules and regulations, and applicable State laws. In the event the HRA contributions cease, the premium contributions will become the total of the amount previously contributed to the HRA and the amount already being contributed to premiums.

Subd. 8. Beginning in the 2014-2015 school year all contributions to the HRA will cease. The amount earned by each individual member of this group hired prior to June 30, 2014, will be added as additional compensation. The additional compensation amount will be the amount earned in the 2013-2014 school year. This additional compensation will be paid annually on June 15th of each year until the food service staff person resigns or retires or new language is negotiated. All new hires beginning July 1, 2014 will not be eligible for this benefit.

ARTICLE III LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. A regular full-time employee shall earn sick leave at the rate of one (1) day for each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 120 days of sick leave per employee. Employees hired prior to January 1, 1982 shall be allowed unlimited accumulation of sick leave days.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability which prevented attendance and performance of duties on that day or days. Such leave must be taken in fifteen (15) minute increments.

Subd. 4. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the district with a physician's statement certifying the dates of disability.

Subd. 7. The employer agrees to grant up to five (5) days of paid leave per illness to be deducted from accrued sick leave in the event of serious illness in the immediate family. Immediate family means spouse, parent of either, children, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grand-parent of either, grandchild, and dependent living in immediate household. However, the illness must be of such severity that it would be considered an emergency by the attending physician. Additional sick leave may be granted at the discretion of the business manager.

Subd. 8. Sick leave shall be allowed for the care of a sick or disabled child under 18 years of age or under 20 years of age and attending secondary school. The sick leave limitations will be governed by the employee's accumulated sick leave.

Subd. 9. Sick leave shall be allowed for the purposes of caring for a sick qualifying family member in accordance with applicable Federal and State statutes as defined by Minn. Stat. 181.9413. currently family members covered include; child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Subd. 10. Catastrophic Leave: A pool of fifteen (15) days shall be established (effective with the 2001 contract year) by the board to be used by food service employees who, as a result of some crisis, have the need to be absent for an extended period of time. All other contract leave must first be exhausted for the individual before catastrophic leave can be considered. The superintendent shall have the right to grant catastrophic leave for up to three (3) days. For leaves of more than three (3) days, the catastrophic leave pool shall be managed by a committee comprised of a school board member, two food service employees, the business manager and the superintendent. Requests to use more than three days of catastrophic leave shall be made in writing to the superintendent, and contain a description of the medical condition that has prompted the request. The superintendent, shall then convene the committee which shall act on the request. Committee decisions shall be made by at least a four (4) to one (1) majority. Catastrophic leave is intended to be used in those situations involving death and/or a potentially fatal illness of the employee. Catastrophic leave is not intended to be used for pregnancy related absences. Food service employees may periodically be asked by the committee to contribute portions of their unused sick leave to the pool to replace used days. Employees may be allowed to donate any unused vacation days to the pool in the event they are unable to use them during the school year. The committee will be convened within two (2) weeks of receipt of the request. The decision of the committee will be communicated, in writing, within five (5) days of the meeting. The committee will base its decision on the severity of the illness, the circumstances of the specific situation and the history of granting prior catastrophic leave by the committee. The committee shall have no authority to approve catastrophic leave for more days than are available in the pool. The maximum allowable catastrophic leave allowable to any one person at one time is sixty (60) work days.

Section 2. Worker's Compensation:

Pursuant to statute, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 3. Jury Duty:

A leave of absence for jury duty shall be granted to employees who are summoned to serve in such capacity. Such leave shall not be deducted from the employee's accumulative leave. Employees serving jury duty shall be paid their full salary less the amount received for jury duty, for each day they would be on their job at school. Travel pay for jury duty shall not be deducted from the employee's check.

Section 4. Bereavement:

The employer agrees to grant up to five (5) days bereavement leave with pay at the time of death in the immediate family. Immediate family means spouse, children, brother, sister, parent of either, and dependents. The employer grants up to three (3) days bereavement leave with pay at the time of death for a brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent of either, grandchild, and dependent living in the immediate household. One (1) day bereavement leave with pay will be granted at the death of an aunt, uncle, niece, nephew or cousin. Ex-family members are not covered under paid bereavement leave. This benefit is not to be accumulated and is not to be taken from sick leave.

Section 5. Medical Leave:

Subd. 1. An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay or benefits, up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 6. Child Care Leave:

For a period of up to six (6) months leave may be used by any employees to provide care for newly born or adopted children and serious illness of children under age 18 or under 20 years of age and attending school. An employee shall notify in writing to the superintendent and supervisor as soon as possible of the request to take child care leave. Extension of such leave may be granted by mutual agreement. Employees who use child care leave retain all seniority status and may continue insurance benefits at their own expense. Vacancies due to child care leave do not need to be posted by the district. In the event of an employee's pregnancy, such employee may continue to work until such time that she is determined disabled by her physician. During the period of time that she is certified disabled, such employee may utilize disability/sick leave benefits for which such employee is eligible in accordance with applicable law. A pregnant employee may choose to request a child care leave whose starting date commences before the estimated delivery and extends beyond the normal recovery date. Accumulated sick leave shall be allowed to be utilized only for the period of disability. A pregnant employee shall notify in writing the superintendent and supervisor not later than the fifth (5) month of pregnancy of her request to take child care leave. Such notice shall include the proposed time period for such leave and a physician's statement indicating the estimated date of delivery.

Section 7. Personal Leave:

Subd. 1. Two (2) days of unpaid personal leave shall be granted per year upon request for all those employees qualifying for vacation.

Subd. 2. Employees that do not qualify for vacation, will be granted four (4) days of unpaid personal leave per year. An employee shall be allowed to carryover a maximum of four (4) days per year. All leave must have prior approval from the head cook in the employee's kitchen.

Subd. 3. Except in the event of an emergency, requests for personal leave must be made in writing or by e-mail to the Business Manager or designee at least five (5) business days in advance. Except in the event of an emergency, notification of approval of requests for personal leave shall be received by written or e-mail mode within three (3) business days of submission of the request.

Subd. 4. Additional days may be granted for extenuating circumstances. Requests for additional unpaid days shall be made in writing to the Superintendent who shall convene the committee, which shall act on the request. The committee shall be comprised of a school board member, a Food Service Negotiator who sat on the last handbook committee, a Food Service employee from the building in which the employee works, the Business Manager and the Superintendent. Committee decisions shall be made by at least a four (4) to one (1) majority.

Section 8. Insurance Application:

An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance.

Section 9. Credit:

An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on an unpaid leave.

Section 10. Eligibility:

Subd. 1. One hundred percent (100%) of benefits provided in this Article are designed for regular full-time employees as described in Article IV of this handbook.

Subd. 2. A part-time employee, as defined in Article IV of this handbook, shall be eligible for benefits provided in this Article on a proportionate basis to the number of hours worked daily and the number of months worked per year.

ARTICLE IV
HOURS OF SERVICE AND DUTY YEAR

Section 1. Regular Full-Time and Part-Time:

Subd. 1. A regular full-time employee shall be defined as someone who works twelve (12) months and forty (40) hours per week per year.

Subd. 2. A part-time employee shall be defined as someone who works less than twelve (12) months per year and forty (40) hours per week.

Section 2. Basic Work Week:

A regular work week shall consist of forty (40) hours, exclusive of a thirty minute duty free lunch period, for regular full time employees. Time and one half (1 1/2) after forty (40) hours, double time on Sundays and holidays. There shall be no split shifts. An additional \$.50 an hour for non-40 hour per week employees will be paid for work at banquets during the week if someone does not qualify for 1 1/2 time or double time pay. In addition, non-40 hour per week employees will be paid time and one half on Saturdays and double time on Sundays and holidays. To be eligible for the overtime pay, the person must be approved by their supervisor to work at a banquet or function.

Section 3. Basic Work Hours:

No definite time has been set for hours. The hours the employees work shall be established by the School District or its designee.

Section 4. Part-time Employees:

The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time casual basis for time less than that of the regular full-time employees.

Section 5. School Closing:

Subd. 1. In the event a school or schools are closed by the superintendent prior to the start of the scheduled work day, employees will be expected to report to work unless notified otherwise by their supervisor. Employees who are unable to report at the scheduled starting time shall have the personal responsibility to notify their supervisors of their inability report to work. Employees who report late shall be given an opportunity to make up lost time at straight time rate. Employees unable to report shall not be paid for that day. Employees shall be allowed one (1) hour grace period without a pay deduct or having to make up time.

Subd. 2. In the event a school or schools are closed by the superintendent during the scheduled work day, employees shall complete the scheduled work day. Employees who voluntarily leave work early shall be paid only for those hours worked.

Section 6. Lunch Period/Rest Break:

Employees working eight (8) hours per day shall be provided with a half (1/2) hour unpaid duty-free lunch period. In addition, all employees shall receive a 15 minute rest break if working four (4) or more consecutive hours, up to but not less than eight (8) hours. Employees working eight (8) hours per day shall receive two 15 minute rest breaks.

ARTICLE V
HOLIDAYS

Section 1. Paid Holidays:

New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving**
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	Day before New Years Day
Presidents' Day	One floating holiday***

**If school is not in session

***To be taken with the approval of the supervisor

Subd. 1. The employee need not work the day before or the day after to be eligible for the following four paid holidays: (1) Day before Christmas (2) Christmas Day (3) Day before New Year's Day (4) New Year's Day.

Subd. 2. Also Good Friday shall be a paid holiday when there is not a normal scheduled work day the first Monday after Good Friday. However, the employee must work the day before Good Friday and the first Tuesday after Good Friday to be eligible.

Section 2. Weekends:

Holidays that fall on weekends will be observed on a day established by the School District within the employee's school calendar.

Section 3. School in Session:

The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof within the employee's school calendar. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 4. Application:

In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

Section 5. Eligibility:

Subd. 1. One hundred percent (100%) of the benefits provided in this Article are designed for regular full-time employees as described in Article IV of this handbook.

Subd. 2. A part-time employee as defined in Article IV of this handbook shall be eligible for benefits provided in this Article on a proportionate basis to the number of hours worked per year.

ARTICLE VI VACATIONS

Section 1. Eligibility:

Section 2 shall apply only to employees who are employed on a twelve (12) month basis.
Section 3 shall apply to employees working less than twelve months but more than 1250 hours per year.

Section 2. Earned Vacation:

5 days after one full year of employment
10 days after two full years of employment
15 days after seven full years of employment
20 days after eleven full years of employment

Section 3. Earned Vacation more than 1250 hour employee:

5 days after one full year of employment
6 days after two full years of employment
7 days after three full years of employment
8 days after ten full years of employment

Section 4. Application:

Subd. 1. Vacations shall be determined as of July 1 each year. Employees hired between January 1 and July 1 are not eligible for vacation as a matter of right until July 1 of the following year.

Subd. 2. An employee who has completed at least one (1) year of service shall be entitled to receive the prorata pay for unused vacation time provided such employee provides the District with at least two (2) weeks advance notice of the resignation time.

Subd. 3. The scheduling of all vacation time shall be determined by the school district. A request for vacation shall be submitted to the immediate supervisor fourteen (14) days in advance of the vacation date except in emergencies. Employees will be notified of the approval or denial of their vacation request within seven (7) days.

Subd. 4. Seniority will prevail on conflicting vacation date requests. Vacation cannot be banked from one year to another. Employees earning two (2) weeks or more of vacation may take up to five (5) days on a daily basis rather than in stretches of a week or more. Approval from the immediate supervisor must be obtained at least two (2) days in advance.

ARTICLE VII DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period:

An employee under the provisions of this handbook shall serve a probationary period of six (6) and up to an additional six (6) months with mutual consent of the employee, union and School District of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the handbook alleged to have been violated.

Section 2. Probationary Period; Change of Classification:

In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of thirty (30) working days in any such new classification. During this thirty (30) working days probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. The employee shall also have the right to return to their previous position during this time. Employees shall suffer no salary reduction in the event of a promotional advancement.

Section 3. Completion of Probationary Periods:

Subd. 1. An employee who has completed the probationary period may be suspended without pay or discharged only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Subd. 2. The employer shall have the right to impose disciplinary actions on employees for just cause. Disciplinary actions by the employer shall include the following actions and will normally take the order of 1, 2, 3, and 4 except in case of a serious magnitude which could seriously jeopardize the safety of students, fellow employees, or the physical assets of the School District or other just cause.

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

ARTICLE VIII
SENIORITY

Section 1. Policy:

A policy of seniority shall be adopted by the Board that will give permanent employees with longer periods of service and proper qualifications an opportunity for promotion and also give all employees a feeling of security.

Section 2. Seniority List:

There shall be a seniority list established which shall be based on the employee's length of continued service measured from the employee's last date of hire. This list shall be revised yearly and displayed upon the bulletin board in each building.

Section 3. Seniority:

Seniority shall only be within the Food Service group and level or lower level of the Food Service group.

Section 4. Seniority Date:

Employees shall acquire seniority upon completion of the probationary period as defined in the handbook and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a position governed by this handbook. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by a flip of a coin.

ARTICLE IX
VACANCIES, LAYOFFS AND RESIGNATIONS

Section 1. Vacancies:

New positions and vacancies of more than thirty (30) days will be posted for a period of five (5) working days. Applicants for posted positions must submit their application to the business office in writing before the close of the posting. The employer shall make the final selection from all candidates (including applicants who are not employees) based on seniority, ability, training, and past performance.

Section 2. Layoffs:

In the case of a job elimination, the affected employee will be entitled to bump any less senior employee in the same pay classification with like hours and length of work year providing the employee remaining on the payroll is qualified to perform the work remaining to be done. If the affected employee is the least senior in their present classification he/she shall be entitled to a position of a less senior employee in a lower classification with the same length of work day/work year or less. If a position is refused within the same classification, work day/work year the discontinued employee shall have no further rights to a position in the group. However, a least senior employee whose position is eliminated will be entitled to choose bumping in a lower classification or layoff. Employee(s) within the bumping procedure shall receive position(s) available to them in writing from the Business Office and must respond to the Business Office within three (3) business days. In the event more than one (1) position is discontinued within a classification, the most senior employee in the jobs discontinued shall have the first choice of the jobs. The second employee with the most seniority shall then have the next choice, etc.

Employees whose positions are reduced by one-half (1/2) hour or more per day, length of work year reduced or reduced from a full-time position to a part-time position shall be eligible for bumping rights as defined above.

Layoff will not effect continuous service seniority for a period of three (3) years commencing with the date of layoff. An employee on layoff shall retain seniority and right to recall, within the bargaining group and level or lower level of the bargaining group in seniority order for a period of three (3) years after the date of layoff. Employees shall be given fourteen (14) calendar days written notice of layoff.

Section 3. Resignations:

Employees resigning from employment shall give written notice to the business office fourteen (14) calendar days prior to the effective day of resignation. Employees not giving the above notice shall forfeit all accrued benefits at the time of termination.

ARTICLE X RETIREMENT

Section 1. Eligibility:

Retirement pay will be due any employee with at least fifteen (15) years of continuous service with the school district. Any employee who is retiring shall inform the Business Manager in writing two (2) months in advance of retirement except in extenuating circumstances. The amount of retirement pay shall be calculated based upon 50% of a maximum of 120 days of unused sick leave.

Section 2. Payment:

Retirement pay may be paid in one lump sum. If the employee dies before all of the early retirement pay has been paid but is retired, the balance will be paid to the named beneficiary or to the estate of the deceased.

ARTICLE XI MISCELLANEOUS

Section 1. Pay:

Subd. 1. Salary checks will be issued twice a month.

Subd. 2. The amount of overtime will be so noted on each paycheck stub plus all deductions.

Subd. 3. New and part-time employees shall be paid with one-half (1/2) month lag time.

Section 2. Mileage:

Personnel using their own car for authorized business purposes shall be compensated at the current IRS rate.

Section 3. Uniforms:

When the district requires an employee to wear a district-approved uniform, the employee will be reimbursed up to \$200.00 annually towards the cost of the uniform but only after submittal of a paid receipt for the expenditure. At its discretion, the District may choose to furnish the required uniform in lieu of payment.

Section 4. SNA Certification:

An employee shall be paid \$60 per year if the employee is SNA Certified and maintains that certification. The employee must turn into the Business Office yearly proof of certification using an employee reimbursement request form.

ARTICLE XII
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 the School District as to the interpretation or application of terms and conditions contained in this handbook.

Section 2. Representative:

The employee, administrator 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.

Section 3. Definitions and Interpretation:

Subd. 1. Extensions: Time limits specified in this handbook may be extended by mutual handbook.

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 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 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 is personally served or 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 District's designee, setting forth the facts and the specific provision of the handbook allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. 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 allege grievance informally between the employee and the School District's designee.

Section 5. Adjustments of Grievance:

The School District 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: If the grievance is not resolved through informal discussions, the school District designee shall give a written decision on the grievance to the parties involved within ten (10) 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, provided such appeal is made in writing within ten (10) 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 fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the 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 ten (10) 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 ten (10) 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.

Section 6. School Board Review:

The school board reserves the right to review any decision issued under Level I or Level II of this procedure provided the school board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to reverse or modify such decision.

Section 7. Denial of a Grievance:

Failure by the School District or its representative to issue a decision with the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Election of Remedies and Waiver:

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this handbook, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

ARTICLE XIII
DURATION

Section 1. Term and Reopening Discussions:

This handbook shall remain in full force and effect for a period commencing on July 1, 2017 through June 30, 2019, and thereafter. If either party desires to modify or amend this handbook commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence discussions more than 90 days prior to the expiration of this handbook.

Section 2. Effect:

This handbook constitutes the full and complete handbook between the School District and the Food Service employees.

Section 3. Finality:

Any matters relating to the terms and conditions of employment, whether or not referred to in this handbook, shall not be open for discussion during the term of this handbook.

Section 4. Severability:

The provisions of this handbook shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this handbook or the application of any provision thereof.

Sauk Rapids-Rice Public Schools
Food Service Employees

Level	I	II	III	IV	V	VI	VII	VIII
Point Range	64-74	75-86	87-99	100-114	115-131	132-152	153-173	174-200
Positions	NONE	Cooks Helper 80	Ala Carte 98	NONE	NONE	Asst Cook P/R/MHES/MS/HS 138 Asst Cook - Hill 149	NONE	Head Cook - All 197

SALARY SCHEDULE A 2017-2018								
Step	I	II	III	IV	V	VI	VII	VIII
2	\$9.93	\$11.67	\$12.59	\$13.60	\$14.45	\$15.29	\$15.89	\$16.53
3	\$10.36	\$12.19	\$13.17	\$14.23	\$15.06	\$15.99	\$16.62	\$17.31
4	\$11.23	\$13.21	\$14.29	\$15.42	\$16.33	\$17.32	\$18.01	\$18.76
5	\$12.12	\$14.23	\$15.39	\$16.62	\$17.61	\$18.67	\$19.39	\$20.19
6	\$13.00	\$15.23	\$16.45	\$17.77	\$18.82	\$19.95	\$20.73	\$22.22
7	\$13.87	\$16.23	\$17.53	\$18.93	\$20.04	\$21.23	\$22.07	\$24.25
8	\$14.35	\$16.71	\$18.01	\$19.40	\$20.53	\$21.71	\$22.54	\$24.73

SALARY SCHEDULE B 2018-2019								
Step	I	II	III	IV	V	VI	VII	VIII
2	\$10.14	\$11.92	\$12.86	\$13.89	\$14.76	\$15.61	\$16.23	\$16.89
3	\$10.58	\$12.45	\$13.46	\$14.53	\$15.39	\$16.33	\$16.97	\$17.68
4	\$11.47	\$13.49	\$14.59	\$15.75	\$16.68	\$17.69	\$18.39	\$19.16
5	\$12.38	\$14.53	\$15.72	\$16.97	\$17.98	\$19.07	\$19.81	\$20.62
6	\$13.28	\$15.55	\$16.80	\$18.15	\$19.22	\$20.37	\$21.17	\$22.70
7	\$14.16	\$16.57	\$17.90	\$19.34	\$20.46	\$21.69	\$22.54	\$24.76
8	\$14.65	\$17.06	\$18.39	\$19.82	\$20.97	\$22.18	\$23.02	\$25.25