

## Appendix A

### APPLICABILITY

This appendix is applicable to full-time and regular part-time Nutrition Professionals represented by the Chauffeurs, Teamsters, and Helpers, Local No. 238.

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### SENIORITY

#### SECTION 1—PROBATIONARY PERIOD

New employees hired by the Board shall be probationary until they have worked the entire scheduled shift of ninety (90) calendar days. The new employee's supervisor may, for cause, extend the probationary period for an additional thirty (30) calendar days. During the probationary period, the Board may terminate, discipline, suspend or otherwise act with respect to a probationary employee without any restriction under this Agreement and without any review of such action under the grievance procedure. An employee retained after completion of her probationary period shall be placed at the bottom of the seniority list and her seniority shall be dated as of the date of her original hire as a permanent employee.

Whenever the term "seniority" is referred to herein, it shall mean the employee's total length of service in the school district since her last date of hire in one (1) of the classifications comprising the bargaining unit. Whenever the term "classification seniority" is referred to herein, it shall mean the employee's total length of service in the classification to which she from time to time has performed work on a permanent basis since her last date of hire.

#### TIE IN SENIORITY

In those situations where employees have the identical date of hire, the date shown on the employee's employment application forms will be the determining factor, with the earliest application date being given priority; if the application dates are the same, the last four digits of the employees' respective social security numbers will be the determining factor, with the highest number being given priority.

#### SECTION 2—COPIES OF SENIORITY

Seniority records shall be maintained by the Board and shall be available at all times.

#### SECTION 3—LOSS OF SENIORITY

An employee shall lose her seniority in the following manner:

- (a) Absence from work for a period of one (1) year, because of illness or injury not compensable under the workers compensation law.
- (b) If laid off for a period of time longer than one (1) year.
- (c) By quitting. If an employee is absent from work more than three (3) consecutive days without notifying her supervisor, it will be assumed that she has terminated her employment.
- (d) By discharge for just cause.
- (e) By failing to report for work at the expiration of a leave of absence.
- (f) Failure to return to work upon recall after layoff within five (5) days after the Board has given notice of recall as provided in this section; provided, however, that if at the time of the layoff the employee is advised when to return to work, her failure to return on the day so designated shall be deemed to be a voluntary quit.

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- (g) By employment elsewhere during any leave of absence due to any cause other than layoff except if such other employment is consented to by the Board.

### **SECTION 4—PERMANENT VACANCIES**

- (a) When permanent vacancies occur in a classification (classifications are specified on Exhibit B of the Master Contract), notice will be emailed to all staff. Employees desiring to make application for the position available shall indicate by appearing in person or emailing the Director of Nutrition within two (2) working days after the notice is emailed. The notice shall specify the classification within which the vacancy exists, the hours, the building location and the labor grade.
- (b) Employees shall be limited to two (2) successful bids during any contract year (July - June) and for purposes of implementing this provision, any successful bids prior to July 1, 1997 shall not be taken into account. It shall be considered a successful bid when an employee bids on a posted vacancy and then (a) accepts the award or (b) refuses to accept the award.

### **SECTION 5—TRIAL**

An employee awarded a vacancy shall be given a fair trial in the new job, which trial period will continue for a period of fifteen (15) working days and at any time during such period, the Board may determine that the employee does not have the necessary skill, qualifications, ability or physical fitness to satisfactorily perform the duties of the new classification and labor grade. During the first five (5) working days on the new job, the employee may elect not to continue in the assignment. If the Board determines that the employee cannot satisfactorily perform the duties of the new classification and labor grade or if the employee elects not to continue in the assignment, the employee shall be returned to her former position.

### **SECTION 6—SUBSTITUTES**

The Board in its sole discretion may hire substitutes or temporary employees from time to time to take the place of regular employees who are absent and such substitutes or temporary employees shall not be subject in any way to the terms and conditions of this Agreement.

### **SECTION 7—BARGAINING UNIT WORK**

The parties recognize that the nature of the work of a nutrition program operation is unique and that to adequately serve students, faculty and staff within the available time constraints and to prepare and serve meals properly, it may be necessary for non-bargaining unit personnel to perform bargaining unit work and it is agreed that non-bargaining unit personnel may, to the extent they have normally done so prior to the effective date of this appendix or Master Contract or to the extent efficiency of operations may in the future dictate, perform bargaining unit work; provided, however, that the number of non-bargaining unit personnel performing bargaining unit work at any one time will not exceed the following at the locations indicated:

High School - 2 individuals

Miller Middle School - 2 individuals

Lenihan Intermediate School - 2 individuals

Elementary Satellite Kitchens - 1 individual

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### HEALTH PROVISIONS

#### SECTION 1—PHYSICAL WELL-BEING

An employee whose physical well-being may be in doubt in the opinion of the administration shall present satisfactory examination results when requested to do so. If the results of such examination are negative, the cost of the examination will be paid by the Board; otherwise, the cost of such examination will be paid by the employee.

#### SECTION 2—COMMUNICABLE DISEASES

Any employee with a communicable disease will be excused from the performance of services for such time as may be necessary to effect a cure. During such absence, accumulated sick leave shall be applied.

### LEAVES OF ABSENCE

#### SECTION 1—SICK LEAVE

- (a) In accordance with Iowa Code 279.40, all new employees hired after July 1, 2020 will receive 10 sick days upon hire. New employees beginning employment in any month after July shall have their sick leave pro-rated based upon the month of their hire date. Employees will be granted one additional day, up to a maximum of 15 total sick days, per year on July 1.
- (b) Sick leave may be accumulated from year to year up to a maximum of one hundred forty (140) days.
  - (b) Employees on the District's payroll as of July 1, 2017, with more than one hundred forty (140) days of accumulated sick leave shall have their maximum accrued sick leave capped at the employee's then current level. For those employees the maximum accumulation of sick leave shall be reduced through usage until such time as the employee's accumulated sick leave is equal to or less than one hundred forty (140) days.
  - (c) An employee's combined current and unused sick leave accumulation shall never exceed the maximum sick leave accrual limit as specified in subparagraphs (a) and (b) above.
- (c) Sick leave must be taken in one-hour increments.

#### SECTION 2—IMMEDIATE FAMILY ILLNESS

Employees shall be allowed a total of five (5) days for immediate family illness including sick children, hospitalization, doctor's appointments, or post-operative care. Immediate family is inclusive of the employee's spouse, child, sister, brother, sister, or parent. A grandchild may be included as immediate family if: (1) the employee is the legal guardian of the grandchild or (2) the employee is the primary caregiver for the grandchild and the grandchild regularly resides in the employee's household with no parent of the grandchild regularly residing in the household.

Immediately family illness leave must be taken in one-hour increments.

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### **SECTION 3—MATERNITY LEAVE**

Paid sick leave benefits for maternity to the extent of an employee's accumulated earned sick leave shall be paid only during the time of medical confinement, which shall be the time medically established for termination and recommencement of duties as hereinafter provided.

### **SECTION 4—PERSONAL LEAVE**

New employees shall be allowed one (1) personal day after three (3) months of employment and in the event the employee completes six (6) months of employment during his/her first year, the employee shall accrue a second day. Returning employees shall be credited with two (2) additional days of personal leave each year with a maximum accrual of five (5) days. After having accumulated five (5) days, any accrued leave unable to be placed in the employee's personal leave bank shall be credited to the employee's accumulated sick leave so long as accumulated sick leave for the employee does not exceed one hundred forty (140) days. Employees with 10 years of service or more and who have an accumulated balance of one hundred (100) days of sick leave shall be eligible for an additional day of personal leave (for a total of 3 annually). An employee with a serious medical condition as documented by a physician may still receive the additional day of personal leave with less than the one hundred (100) day sick leave accrual at the District's discretion.

Personal leave must be taken in one-hour increments.

### **SECTION 5—JURY DUTY LEAVE**

An employee who is called for jury service or for a court appearance under subpoena (excluding cases in which she, the Board or the Union is a party) shall be entitled to jury duty leave on the days on which the employee so serves or is required to appear and she shall receive, for each day of jury service or subpoenaed appearance, the difference between her normal pay for that day and the compensation received for such jury service or court appearance. In order to be entitled to jury duty pay an employee must report for work if normally scheduled to report for work prior to 7:30 a.m. and will be excused one-half hour prior to the time she is required to report for jury duty. In addition, to be entitled to jury duty pay employees upon release from jury duties must return to work, if there is at least one hour of work time remaining, when the employee is released by the court, and complete the employee's regularly scheduled hours of work for that day. Employees may report to work in street clothes on the day of jury service if such clothing and accessories meet all safety and sanitation standards.

### **SECTION 6—BEREAVEMENT LEAVE**

In the case of death in an employee's immediate family, the employee shall be granted permission to be absent from duty for not more than five (5) school days at the discretion of the Nutrition Program Director as may be determined to be necessary for attendance at the funeral and for any other purpose directly arising out of the death. No deduction of pay shall be made for absence so granted. For the purpose of the foregoing, an employee's "immediate family" is defined as her spouse, child, parent, brother, sister, spouse of a brother or sister, spouse's parents, spouse's brothers and sisters, a spouse's child by a former marriage, and the grandchildren of the employee and his spouse.

In the case of the death of the grandparents, uncle, aunt, niece, nephew or first cousin of the employee and his spouse, the employee shall be granted permission to be absent from work for one (1) day at the discretion of the Nutrition Program Director in order to permit the employee to attend the relative's funeral.

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### **SECTION 7—LIMITATION ON PAID LEAVE**

The amount an employee receives under a paid leave of absence granted under this appendix shall be calculated in accordance with the employee's regular rate of pay and normal hours of work per day so that no employee shall receive compensation during any paid leave of absence in an amount in excess of what the employee would have received had she been physically present at work during such days of leave.

### **SECTION 8—REPORTING ABSENCES**

Regular attendance is an essential function of every Marshalltown FNS employee. Satisfactory performance is characterized by being at work a sufficient number of days to accomplish the essential tasks of the position without having to distribute extra work to other employees or to delay those essential tasks. Employee absenteeism interferes with our ability to provide good service to our students and staff. Requests for time off should be kept to a minimum and appointments should be scheduled outside of work hours whenever possible. Excessive absenteeism will be addressed and may risk the employee's continued employment with our department.

For scheduled absences, please submit a Leave Request utilizing the online system as far in advance as possible and in accordance with the Master Agreement covering Food Service Employees. Same day absences must be reported to the Food Service Office for entry into the system on the employee's behalf.

Staff must notify their Immediate Supervisors at least one hour prior to the start of their appointed work shift for a same day absence. It is at the discretion of each Kitchen Manager how they prefer to be notified.

## **HOURS WORKED**

### **SECTION 1—VARIATIONS IN SCHEDULES**

Due to the nature of the work performed by the nutrition department, employees covered by this agreement may have different schedules and the hours of work performed by employees will vary from employee to employee depending on the job he/she is performing. Employees who are scheduled four (4) or more consecutive hours shall be entitled to a fifteen (15) minute paid break as well as a thirty (30) minute unpaid lunch break. Lunch breaks and paid breaks are to be scheduled at the direction of the Nutrition Program Director or their designee. Should the need arise for the District to reduce the number of hours for any employee or school, the Nutrition Program Director shall provide written notification to the Union at least 7 calendar days in advance of any changes occurrence. The reduction of hours may be further discussed between the Board and the Union if the Board receives notification from the Union within 7 calendar days of receipt of the reduction notification. The Board will meet with the Union business agent and no more than two (2) employees to discuss the proposed reduction and to receive any input the Union may have regarding the proposed reduction of hours. It is the intent of the above language to offer the Union an opportunity to provide input into any such changes to the Board and Nutrition Program Director. The District reserves the right to implement these changes after considering any input provided by the Union without the Union's mutual agreement in respect to the reduction in hours.

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### **SECTION 2—SCHEDULED WORK HOURS**

Work days and hours at each school location are determined by the Food and Nutrition Services Manager at that school. Employees should be in their kitchen ready to begin working at their assigned time, but not more than 5 minutes before their scheduled start time. Scheduled hours may be adjusted throughout the school year to accommodate program participation, staffing and student lunch schedules.

### **SECTION 3—CONSUMING PROVIDED LUNCHES**

Employees who elect to eat the lunches provided by the Board for Nutrition Professionals will be governed by the following:

- (a) Lunch will be consumed only in an area within the immediate proximity of the employee's work station, such as the cafeteria or faculty dining room and will not be removed to some other location or area.
- (b) Lunches provided by the Board will consist exclusively of the components making up the normal school lunch pattern meal for that day.
- (c) Other than the foregoing, there will be no meals consumed by employees during working hours or on school premises.

### **SECTION 4—EMPLOYEE MEALS**

The USDA allows food service employees one meal at no charge during their scheduled shift (pending their shift meets the requirements for receiving a lunch or break). The food service employee must consume this meal on the premises. This meal is to consist of the same meal as is offered during breakfast or lunch to students (a reimbursable meal). No additional or special food items should be prepared for consumption. Any food items wished to be consumed in excess of a reimbursable meal should be paid for by the food service employee. Employees who are eligible for a paid break during their work shift, may choose two (2) components of a reimbursable meal to consume during the break period at no cost to the employee.

All food items consumed by Food Service Employees must be rung up under their personal lunch account utilizing the Infinite Campus POS system (even if the food items are rung up at no cost). It is not permitted for an employee to ring up their own meal. Any additional foods and/or a la carte items must be paid for at the regular price. Under no circumstances may employees purchase food for themselves from their child's account. Any food service employee wishing to add funds to their child's or their own food service account must have their co-worker enter the check or cash amount into the POS system.

### **SECTION 5—SCHOOL CANCELLATION**

If school is cancelled less than forty-five minutes before the scheduled start of an employee's shift and the employee reports to work, the employee will be provided a minimum of two (2) hours of work or two (2) hours of pay, at the discretion of the Director of Food Service. The time of cancellation will be considered the time the first announcement of school cancellation is made over either radio station KFJB or KDAO or announced on local TV stations.



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### **HOLIDAYS**

#### **SECTION 1—HOLIDAYS QUALIFICATION REQUIREMENTS**

Employees shall be paid their regular daily wage for six (6) holidays, provided in all cases that they meet the following qualification requirements:

- (a) They have worked their entire regular scheduled shift on both the last regular scheduled work day before the holiday and on the first regular scheduled work day after the holiday unless excused by the Board because of an authorized leave of absence;
- (b) They are on the active regular payroll at the time the holiday occurs;
- (c) They have been on the payroll for thirty (30) calendar days at the time the holiday occurs.

#### **SECTION 2—SPECIFIED HOLIDAYS**

One of the paid holidays will be Labor Day. The other specific days to be observed as paid holidays will be selected at the discretion of the Board and will generally include at least two (2) holidays during each semester during the contract year. The Board will notify the employees as to the date on which a paid holiday will be observed at least ten (10) days in advance of the holiday. Any such holiday must coincide with a regular school holiday.

#### **SECTION 3—HOLIDAY WAGE**

The amount of holiday pay shall be calculated in accordance with the employee's regular rate of pay and hours indicated on their Letter of Assignment.

#### **SECTION 4—JULY 4<sup>TH</sup>**

Employees regularly assigned to work at the time the 4th of July holiday occurs shall receive paid time off with respect to such holiday, provided they satisfy the qualification requirements for holiday pay set forth in Section 1 above.

### **PROFESSIONAL ORGANIZATIONS**

Professional organizations are available to FNS staff members; The School Nutrition Association, the School Nutrition Association of Iowa, and the Local Nutrition Connection Chapter. Membership in the organizations is encouraged. The meetings, journals, workshops, and conferences of these organizations offer educational opportunities for professional growth and network with other FNS employees.

### **CONTINUING EDUCATION**

#### **SECTION 1—CONTINUING EDUCATION AND TRAINING PROGRAM**

The Board has adopted a continuing education and training program which provides wage premiums to employees who satisfy the program requirements as set forth by this section.

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### **SECTION 2—SERVSAFE**

Employees will be eligible to obtain the ServSafe certification upon completion of his/her probation (60 days). The premium for obtaining this certification is \$0.85 per hour so long as the employee maintains an active certification which currently must be renewed every 5 years. The cost of such training will be done at the employee's expense. The District will provide the ServSafe training bi-annually during District in-service days or over the summer when school is not in session for the employee's convenience and savings.

### **SECTION 3—SCHOOL NUTRITION ASSOCIATION**

Employee's participating in the Continuing Education & Training program must join the School Nutrition Association, must have successfully completed the training required, and become Level 1 certified with the School Nutrition Association to qualify for the Level 1 continuing education premium of \$0.75 per hour. Employee's must maintain a membership to the School Nutrition Association as well a meeting the annual continuing education credits as set by the School Nutrition Association in order to maintain the education premium as set forth by this section.

### **SECTION 4—SAFETY/SANITATION CLASS**

All employees will be required to complete the 10 hour Safety/Sanitation class within his/her first year of employment with the cost being paid by the District. Failure to satisfactorily complete this course within the specified time will result automatically in termination of employment.

### **SECTION 5—QUALIFICATION FOR WAGE PREMIUMS**

In order to qualify for and maintain Level 1 continuing education and extended continuing education premiums, employees must retain their SNA membership and certified status, meeting requirements as specified in the SNA Certification Master Plan. Failure to maintain membership and certification in SNA will result in immediate loss of entitlement to any continuing education premiums. Documentation of membership and certification must be provided to the Nutrition Program Director upon receipt of certification and annually following renewal thereof. Employees may not become entitled to the extended continuing education premium until they have satisfied the requirements for the Level 1 continuing education premium.

### **SECTION 6—WAGE PREMIUM**

For each year during the term of the Master Contract, the Level 1 continuing education premium will be 85¢ per hour and the extended continuing education premium will be 75¢ per hour.

## **RESIGNATIONS**

Resignations must be in writing and submitted as much in advance of the last working day as possible. At least one-week prior notice is recommended. Employment will be terminated for any employee who is gone for 3 consecutive days without approval or notification to the employee's immediate supervisor.

## **SAFETY**

Safety is a high priority of the Marshalltown Food and Nutrition Services Department. Safety is the result of safe conditions and safe actions and should include but not limited to: lifting, knife,

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equipment and chemical use. See the available instructions and standard operating procedures located in each kitchen for comprehensive instructions.