

**AGREEMENT BETWEEN THE  
LINCOLN BOARD OF EDUCATION AND THE  
NUTRITION SERVICES WORKERS ASSOCIATION**

**2008-2009 and 2009-2010**

**ARTICLE I  
RECOGNITION**

- 1-1. The Board of Education agrees to negotiate with the Nutrition Services Workers' Association for the purpose of establishing salary, working conditions and fringe benefits.

**ARTICLE II  
NEGOTIATION PROCEDURES**

- 2-1. Negotiations shall be conducted as follows:
- a. On or about November 1, the Association shall transmit to the Superintendent of Schools and the Board of Education a request to be recognized as the official bargaining unit for Nutrition Services employees.
  - b. Negotiation meetings between the Board or its designee and Association will be established to present relevant data, exchange points of view, and make offers and counteroffers.
  - c. Upon request of either party, the other will make available for inspection, its records and data pertinent to the subject of concern.
  - d. The agreement reached by both negotiation teams shall be reduced to writing, submitted to the Board and Association for ratification, and following ratification, shall be signed by the parties.
  - e. Should an impasse develop, the parties shall use the procedures provided in state statutes to resolve the impasse. Prior to the use of statutory procedures, other alternatives may be considered to attempt to resolve the apparent impasse.

**ARTICLE III  
Grievance Procedure**

- 3-1. Purpose

The purpose of the grievance procedure is to resolve disputes arising from the administration of the negotiated agreement.

- 3-2. Procedure

- a. A grievance is defined as an alleged violation of the negotiated agreement.

- b. The grievance procedure set forth in this document shall not be used to change any provision of the negotiated agreement or any policy bylaws, rules or policies of the school district as established by the Board of Education or the administration of the Lincoln Public Schools.
- c. There shall be a grievance committee of three or more members of the Nutrition Services Workers' Association selected as needed by the Association. All associates in the group and the Associate Superintendent for Business Affairs shall be advised of the names of those serving on the grievance committee. Associates may or may not confer with this committee as their own interests dictate.
- d. Associates shall have the right to have a representative of their choosing of the Nutrition Services Workers' Association present at any step of the grievance procedure.

STEP 1 (Informal). The request or complaint shall be orally made to the associate's manager within 20 days of the occurrence. The manager shall then have five (5) working days to respond to the grievance and give an answer to the associate. A grievance should be initiated promptly.

STEP 2. A grievance which has not been settled in Step 1 above and which the associate wishes to pursue further must be filed promptly and in every case within five (5) working days after the receipt of the answer from the associate's manager as provided in Step 1 above. At this step, the grievance must be reduced to writing, and served in triplicate, on the manager and supervisor. In reducing a grievance to writing, the following information must be stated with reasonable clarity: The exact nature of the agreement, the act or acts of commission or omission, the approximate date of act or acts of commission or omission, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, and the remedy which is sought. The supervisor and manager shall then arrange a meeting with the associate, with or without an Association representative being present at the discretion of the associate. The meeting will be held within five (5) working days in order to attempt to resolve the grievance. The supervisor and manager will answer the grievance in writing within five (5) working days after the meeting.

STEP 3. A grievance which has not been settled in Steps 1 and 2 above and which the associate wishes to pursue further must be filed within five (5) working days after receipt of the answer provided for in Step 2 above. Notice of a desire to further process the grievance must be served in writing, in triplicate, with the Director of Nutrition Services. After receipt of the notice of a desire to pursue the grievance further, the Director of Nutrition Services shall arrange for a meeting between the associate, manager, supervisor, a representative of the Association if the associate chooses and Director of Nutrition Services. The meeting will be held within five (5) working days in order to discuss the grievance. The Director of Nutrition Services will provide the associate with a written answer to the grievance within five (5) working days after the conclusion of such meeting.

STEP 4. A grievance which has not been settled in Step 3 above and which the associate wishes to pursue further must be filed within five (5) working days after receipt of the answer provided for in Step 3 above. Notice of a desire to further process the grievance must be served in writing, in triplicate, with the Associate Superintendent for Business Affairs. After receipt of the notice of a desire to pursue the grievance further, the Associate Superintendent for Business Affairs shall arrange for a meeting between the associate, manager, supervisor, Director of Nutrition Services, a representative of the Association if the associate chooses, and the Associate Superintendent for Business Affairs. The meeting will be held within five (5) working days in order to discuss the grievance. The Associate Superintendent for Business Affairs will provide the associate with a written answer to the grievance within ten (10) working days after the conclusion of such meeting.

STEP 5. A grievance which has not been settled in Step 4 above and which the associate wishes to pursue further must be filed within five (5) working days after receipt of the answer provided for in Step 4 above. Notice of a desire to further process the grievance must be served in writing, in

triplicate, with the Associate Superintendent for Human Resources. After receipt of the notice of a desire to pursue the grievance further, the Associate Superintendent for Human Resources shall arrange for a meeting between the associate, manager, supervisor, Director of Nutrition Services, a representative of the Association if the associate chooses, the Associate Superintendent for Business Affairs and the Associate Superintendent for Human Resources. The meeting will be held within five (5) working days in order to discuss the grievance. The Associate Superintendent for Human Resources will provide the associate with a written answer to the grievance within ten (10) working days after the conclusion of such meeting.

STEP 6. A grievance which has not been settled in Step 5 above and which the employee wishes to pursue further must be filed promptly and in every case within five (5) working days after receipt of the answer provided for in Step 5 above. Notice of a desire to further process the grievance must be served, in writing, in triplicate, with the Superintendent of Schools, or his designated representative. After receipt of the notice of a desire to pursue the grievance further, the Superintendent of Schools shall arrange for a meeting to be held within ten (10) working days in order to discuss the grievance. The Superintendent of Schools will provide the employee with a written answer to the grievance within ten (10) working days after the conclusion of such meeting.

STEP 7. If a satisfactory settlement is not reached at Step 6, the aggrieved party must file his/her grievance in writing with the Board of Education within five (5) working days of the date a response from Step 6 is received. The Board or a committee thereof shall conduct a hearing with the aggrieved party and his/her representatives within fifteen (15) working days of receipt of the grievance. A written answer must be given by the Board within thirty (30) days of the date it received the grievance. Such decision of the Board of Education shall be final except proper redress may be sought through the legal process should the associate elect to do so.

### 3-3. General Conditions

- a. No Reprisals. The use of the grievance procedure by any associate shall in no way result in prejudice to his/her employment status or result in any other form of reprisal.
- b. Time Limits. The time limits stipulated shall be considered as a maximum to ensure resolving grievances as rapidly as practical. Time limits may be extended only under conditions of written mutual consent by the grievant and the employer.
- c. Failure to Meet Time Limits. Failure of the aggrieved party to proceed to any step of the grievance procedure within prescribed time limits set forth shall be considered to be a waiver of any other grievance procedure considering the particular grievance. Failure of any administrator to meet time limits for any step of the grievance procedure shall allow the aggrieved party to proceed to the next step of the grievance procedure.
- d. If the Association considers that any grievance is applicable to more than one associate, a grievance procedure may be initiated on behalf of the aggrieved group by the Association. The grievance shall commence at Step 3 of the grievance procedure.

## **ARTICLE IV WORKING CONDITIONS**

### 4-1. Regular Associates

- a. Employees working a full school year and continuing employment from the previous year will be paid in twelve (12) equal salary payments. Newly hired employees and employees who terminate employment will be paid according to the schedule developed by the Payroll Department.
- b. Nutrition Services associates are paid for actual hours worked. Associates are not paid for their lunch break.
- c. The time of lunch is set to meet the needs of each individual school lunch program.
- d. Absences for regular associates are reported from the 11th of each month through the 10th of the following month.
- e. Associates working continuously for four or more hours may take a 15 minute paid break. The break time cannot be utilized at the beginning of the day, the end of the day, or during the unpaid lunch period.

### 4-2. Hourly Payroll

- a. All hours worked as a substitute for managers, head cooks and head bakers and other additional hours are paid by the hour.
- b. Payment for hours worked as a substitute for managers, head cooks and head bakers and additional time is included within the regular paycheck issued according to the schedule developed by the Payroll Department annually.
- c. Pay periods for work as a substitute for managers, head cooks and head bakers and additional time will be established by the Payroll Department.

### 4-3. Overtime

All additional time for Managers must be approved by their immediate supervisor. Overtime must be paid for each hour worked in excess of a maximum 40 hour work week, applicable to the type of employment which the employee is engaged. Overtime pay must be paid at the rate of not less than 1½ times the employee's regular rate of pay for all hours worked in excess of 40 hours. All hours paid but not worked do not count toward the 40-hour threshold for payment of overtime.

### 4-4. Wearing Apparel

- a. The uniform requirements for Nutrition Services employees are found in the Nutrition Services Addendum to the Classified Handbook.
- b. A uniform allowance of \$100 per year is paid to all associates at the end of the year following two years of continuous service with the district. In order to qualify for the uniform allowance after two years, the employee must be employed prior to October 1 of the first year of service. The associate must submit receipts for clothing purchased in order to receive the \$100 reimbursement.

#### 4-5. Substitution for Managers, Head Cooks and Head Bakers

In the event of the absence of the Manager in an individual school, the person classified as Assistant Manager or Manager Trainee will be responsible for the program at the individual's regular pay. If an Assistant Manager or Manager Trainee is not available to substitute for an absent Manager, the individual who is designated and who assumes the responsibility of the Manager, with the approval of the Director of Nutrition Services or his/her designee will receive an additional \$.50 per hour of substitution.

If a food service worker substitutes for a head cook or head baker with the approval of the Director of Nutrition Services or his/her designee, the food service worker who is designated and who assumes the responsibilities of the head cook or head baker will receive an additional \$.50/hour of substitution. The additional pay will begin on the first day of service.

#### 4-6. Promotion

- a. Substitute Nutrition Services associates may be considered for vacancies in the Nutrition Services Department.

#### 4-7. Assignment of Position

- a. Regular positions are assigned to workers to accommodate the needs of the Nutrition Services Department and to accommodate the associate's needs as much as possible.
- b. Transfer from one school to another will be considered upon a written request by the associate or indicated on the Letter of Intent Form and submitting it to the Nutrition Services Office. A transfer from one school to another may be requested by the Nutrition Services Department when it is best for optimum operation of the department. Transfers within the Nutrition Services Department normally occur during the summer months.
- c. Change of positions within the department will be considered upon request of either the associate or the Nutrition Services Department when it is best for the department.
- d. The Nutrition Services Department reserves the right to increase or decrease the employee's hours per day to meet the needs of the total school meal program.

#### 4-8. Placing Managers in Schools and Employee Classifications

- a. Procedures for Placing Managers in Schools
  - 1) Notice of openings will be distributed to Managers and Manager Trainees.
  - 2) The director and supervisors will select a candidate from the list of applicants. Interviews may be conducted and references of selected applicants may be reviewed.
  - 3) The school principal may interview the candidate chosen by the director and supervisor.
  - 4) The approved candidate will be appointed to the Manager position.
  - 5) A notice of the newly appointed Manager will be released to Nutrition Services associates.
- b. Manager Classifications
  - 1) Manager I: Serve up to 500 meal equivalents per day
  - 2) Manager II: Serve 500 to 1,500 meal equivalents per day
  - 3) Manager III: Serve over 1,500 meal equivalents per day

Meal equivalents includes lunch, breakfast, adult, snack, associate meals and a la carte. Managers affected by classification changes will be notified at the appropriate time.

- c. Head Cook Classifications
  - 1) Head Cook I: Produces up to 500 meal equivalents per day
  - 2) Head Cook II: Produces 500 to 1,500 meal equivalents per day
  - 3) Head Cook III: Produces over 1,500 meal equivalents per day
- d. Head Baker Classifications
  - 1) Head Baker I: Produces up to 500 meal equivalents per day
  - 2) Head Baker II: Produces 500 to 1,500 meal equivalents per day
  - 3) Head Baker III: Produces over 1,500 meal equivalents per day
- e. Food Service Worker Classifications
  - 1) Food Service Worker I: New hire
  - 2) Food Service Worker II: Two years continuous experience as described in Section 6-1, Wages.

f. Assistant Manager Classification

Assistant Manager — Assists Manager with the workload and takes over in the Manager's absence. Receives no additional pay when substituting for the Manager.

- 1) Assistant Manager II: Serve 500 to 1,500 meal equivalents per day.
- 2) Assistant Manager III: Serve over 1,500 meal equivalents per day.

g. Manager Trainee Classification

Manager Trainee — In training to become a Manager. Rotates to different training schools. Receives no additional pay when substituting for the Manager.

h. Calculation of Meal Equivalents Served Per Day

The meal equivalents are the sum of the following:

- 1) All schools: A la carte money is divided by the amount shown below and is added to the number of associate meals served and the number of student lunches served. A la carte sale of the amount shown below equates to one lunch.
  - Elementary - \$3.25
  - Middle School - \$3.50
  - High Schools - \$4.00
- 2) Breakfast schools: Number of breakfast meals divided by 3. Three breakfasts equate to one lunch.
- 3) Snack schools: Number of snacks divided by 10. Ten snacks equate to one lunch.

4-9. Termination of Employment

- a. Food service employees are at will employees and may be terminated at any time. Lincoln Public Schools may give two weeks notice prior to the effective date of termination, severance pay in lieu of notice, or choose in the administration's discretion (for example, in the event of gross misconduct), to give no advance notice or severance pay.

4-10. Health Requirement

- a. A Food Handler's permit is required to work within food services in the Lincoln Public Schools.

4-11. School Cancellation

If school is cancelled and is not to be made up district-wide and if not directed otherwise by the district office, the Director of Nutrition Services will decide if the nutrition services employees are to work. If the employees are not to work, the director will decide if the day is to be made up. If the day is not to be made up by nutrition services employees, the first such day in a school year will be designated as the paid school cancellation day. The compensation will be the employee's regular wage multiplied by the employee's regular work schedule hours for that day. To be eligible for the paid school cancellation day compensation, the employee must have actually worked on the workday prior to or the workday after the paid school cancellation day.

If more than one school cancellation days occur within one school year and if the days are not to be worked or to be made up by food service employees, employees can first utilize available emergency leave and then available special leave. If no emergency or special leave is available, the employee will receive no compensation for the day(s).

If the Director of Nutrition Services decides that the time will be made up, the employee will work the additional time to make up the missed time or not be compensated for the day. Any time made up may not cause the employee to exceed 40 hours in one week unless he/she has prior permission of the Director of Nutrition Services.

If a district-wide school cancellation does not occur for an entire school year, one sick leave day will be added to each employee's accumulated sick leave balance the following school fiscal year. In order to be eligible for the additional sick leave day, the employee's first workday with the school district must have been prior to October 1 of the school year without a district-wide school cancellation day. The maximum sick leave accumulation remains equal to the number of days in the employee's work year.

## **ARTICLE V LEAVES**

5-1. Sick Leave

- a. Each Nutrition Services associate may earn one (1) day per month up to nine (9) days per work year, accumulative to the number of days in the associate's work year.
- b. Sick leave can be used for personal illness. Doctor and dental appointments are to be scheduled outside of regular working hours whenever possible. If appointments must be made during working hours, sick leave may be used. Emergency leave may be used in lieu of sick leave once sick leave is exhausted.
- c. Provision is made for sick leave during the course of the work year. Absence due to personal injury or accident not arising in the course of employment, absence due to illness of a person residing in the same home as part of the family, and also children, parents, parents-in-law, and siblings not residing in the same home, and absence due to quarantine laws of the State are interpreted as sick leave available. Associates may use available sick leave days if they or their spouse are required to participate in an Employee Assistance Program (EAP).
- d. Any associate absent for a period of five (5) days or more due to a non-work related illness or injury shall present to the Nutrition Services Manager a written statement from his/her physician stating that he/she is physically able to return to duty. This release is sent to the Nutrition Services Department. The release is to be presented in person before the associate returns to duty, in order that the present state of convalescence can be observed and discussed.

- e. Any associate absent for a period of five (5) working days or more due to a non-work related illness or injury will be required to present a written statement from his/her physician indicating the reason for the absence.
- f. Associates who are absent due to illness beyond ten (10) days are required to call their immediate supervisor to indicate their condition and when they will return to work.

#### 5-2. Jury Duty

Associates of the Lincoln Public School District are encouraged to fulfill their citizenship obligation of jury duty. Their salary will continue during time spent in jury service. If an associate, upon reporting for jury duty in the morning, learns that he/she is dismissed from duty for the remainder of the day, that associate is to report for duty at work and resume regular duties for the balance of the day. When an associate is entirely dismissed from jury duty, the associate is to report to work and the substitute is dismissed.

#### 5-3. Special Leave Day

Associates who have been employed with Lincoln Public Schools in any capacity (except as a substitute or an hourly employee working sporadically) for eight (8) years of consecutive service may take two (2) days of special leave at no cost to the employee. If a Nutrition Services employee's first workday with the school district is prior to October 1, that year will count as a year of service toward eligibility for the special leave days. The employee and the supervisor will mutually agree upon these days. Employees who are eligible for and do not use their special leave days during the school year will receive an amount equal to their daily rate of pay for each unused day added to their regular July paycheck.

#### 5-4. Bereavement Leave

- a. A total of not more than five (5) work days on full pay is allowed each associate for absence in case of death in the immediate family, defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandchildren or a person residing in the same home as part of the family for the purpose of attending the funeral and caring for related family business.
- b. A total of not more than three (3) work days on full pay is allowed for each associate for absence in the case of death of other members of the immediate family defined as brother-in-law, sister-in-law, grandparent, aunt, uncle, niece, or nephew, for the purpose of attending the funeral and caring for related family business.

Associates may be excused, without loss of pay up to four hours, to attend the funeral service of a friend or relative not listed above. A maximum of four hours of this leave may be used per school year.

#### 5-5. Emergency Leave

Staff members shall be granted up to three (3) days of emergency leave annually for the purpose of attending to EMERGENCIES pertaining to personal or legal matters.

An Application for Leave form may be obtained from the Manager and must be filled out and sent to the Nutrition Services Office to apply for emergency leave. This form is submitted to the Director of Nutrition Services designee who determines if the request qualifies for emergency leave. If the leave is denied, a written appeal may be directed to the Associate Superintendent for Human Resources. The following items are typical of approved requests for emergency leave:

- a. Transactions of serious personal business which cannot be arranged at a time other than work hours.
- b. Legal arrangements which are related to the immediate family of the associate.
- c. Compliance with court summons.
- d. Special examination administered by a University for an advanced degree program.
- e. Extension of bereavement leave.
- f. Immediate family emergencies which are beyond the control of the associate, e.g., surgery, serious illness, after sick leave is exhausted.
- g. Absence of an associate resulting from mandatory pre-induction physical examination requested by the Selective Service System, Reserves and National Guard.
- h. To participate in religious observance obligation which cannot be fulfilled prior to or after the normal workday schedule.
- i. To attend the funeral of a friend, relative, or acquaintance if not covered by bereavement leave.
- j. To attend the graduation or wedding of the associate or members of the associate's immediate family as defined in Section 5-4.
- k. Extension of sick leave, after sick leave is exhausted.

Emergency leave days (hours) that are unused during the current school fiscal year will roll over and become part of the employee's accumulated sick leave balance the following school fiscal year. The maximum sick leave accumulation will remain equal to the number of days in the employee's work year.

#### 5-6. Voluntary Leave Transfer for Catastrophic Illness

The Voluntary Leave Transfer gives nutrition service employees the opportunity to help fellow employees by donating annual leave to employees faced with serious personal or family medical conditions that require their absence from duty for a prolonged period of time.

In order to be a leave recipient an employee must:

- a. Be a Lincoln Public Schools nutrition service employee.
- b. Exhaust all other types of available leave.
- c. Provide the Associate Superintendent for Human Resources, or their designee, with written confirmation from a physician on the approved LPS form that the employee or immediate family member is suffering from a medical condition requiring the employee be absent from work. For purposes of this program, immediate family shall be defined as family members residing in the same home as well as children, parents, parents-in-law and siblings not residing in the same home.

After the Associate Superintendent for Human Resources has approved an employee as a leave recipient, nutrition service employees may donate annual sick leave. Said donation shall be submitted in writing on the form provided by the Human Resources Office for this purpose.

Approved leave recipients may solicit leave donation from within their own building and/or use District or Association communication channels. In order to protect employee privacy, no solicitation of leave shall be undertaken without their prior approval.

Leave shall be requested in a block of time not greater than 30 days and not greater than the remainder of the current school year. The donation shall be made in whole day increments and submitted in writing on the form designated by Human Resources. Leave shall be transferred in the order received and any leave remaining shall be returned to the original contributor.

An employee may use a maximum of 30 days of donated leave within a school year. For the purpose of the donated leave program, a school year is defined as the period of time starting on September 1 and ending on August 31 for 260-day employees and the work schedule calendar for other employees.

Staff may make additional leave transfer requests if the illness extends beyond the original anticipated date. All leave transfer donations shall be treated as confidential.

Leave may be transferred to and from an employee in another employee group, if that group has a similar leave transfer for catastrophic illness and that group agrees to a reciprocating arrangement with the Association.

- 5-7. Definition of Day In the sections above concerning leave, a day is defined as the employee’s regular work assignment for the day of absence.

## **ARTICLE VI SALARY**

- 6-1. Wages - The 2008-2009 and 2009-2010 salaries are shown below.

<b>Job Title</b>	<b>2008-2009 Hourly Rate</b>	<b>2009-2010 Hourly Rate</b>
Manager I	14.98	15.29
Manager II	15.45	15.77
Manager III	16.49	16.84
Head Cook I	11.67	11.91
Head Cook II	12.06	12.31
Head Cook III	12.84	13.11
Head Baker I	11.57	11.81
Head Baker II	11.96	12.21
Head Baker III	12.73	12.99
Assistant Manager II	11.84	12.09
Assistant Manager III	12.06	12.31
Manager Trainee	12.10	12.35
Food Service Worker I	10.22	10.43
Food Service Worker II	11.06	11.29

Food Service Worker I will advance to Food Service Worker II after two (2) years of continuous Lincoln Public Schools nutrition services employment. The employee’s hire date as a Food Service Worker I must be prior to October 1 the first year of service in order to count that year toward the two-year requirement for advancement to Food Service Worker II.

- 6-2. Food Service Workers (I's and II's) employed in central kitchens which produce over 2000 meal equivalents per day (central kitchen plus satellite kitchens meal equivalents) will receive an additional salary amount of \$.25 per hour. Itinerant employees are not eligible for this increased salary amount.
- 6-3. Food Service Workers I and II working in the position of Central Kitchen (over 2000 meal equivalents) Satellite Specialist (panning food and prepping food for finishing kitchen) will receive an additional \$.50 per hour. Central Kitchen Satellite Specialists do not receive the additional \$.25 per hour as defined in Section 6-2 above.
- 6-4. Head Cook III's with a cook and chill system (steam jacketed kettle with paddle, food pump and blast chiller) receive an additional \$ .40 cent per hour.
- 6-5. Service Stipend - Nutrition Services personnel are eligible for a service year stipend, in addition to their regular hourly salary, according to the chart below. Eligibility begins in the fiscal year following the completion of the number of years of continuous Lincoln Public Schools service in any capacity (except as a substitute or an hourly employee working sporadically). An approved leave of absence does not cause a break in continuous service, but the time away from work during the leave of absence does not count as credited work experience. If a Nutrition Services employee's first work day with the school district is prior to October 1, that year will count as a year of service toward eligibility for the service year stipend.

<b><u>Years of Continuous LPS Service</u></b>	<b><u>Additional Cents/Hour</u></b>
3 years	25 cents
5 years	30 cents
10 years	35 cents
15 years	40 cents
20 years	45 cents
25 years	50 cents
30 years	55 cents

**ARTICLE VII  
FRINGE BENEFITS**

- 7-1. By September 30, each employee must certify in which of the following optional programs he/she wishes to enroll
  - 1. Educators Health Alliance plan (Blue Cross Blue Shield of Nebraska)
  - 2. Disability Insurance
  - 3. Group Life Insurance
  - 4. Dental Insurance
  - 5. Vision Insurance

Each employee who purchases a district health insurance policy through the Educators Health Alliance will receive the following amounts toward that purchase.

<b>Coverage</b>	<b>2008-09</b>	<b>2009-10</b>
Employee Only	\$401.66	\$439.17
Employee + Spouse	\$577.18	\$675.30
Employee + Child(ren)	\$509.95	\$596.64
Employee + Spouse + Child(ren)	\$737.60	\$862.99

If a nutrition services employee takes Employee+Spouse+Child(ren) coverage and his/her spouse is an LPS employee who is eligible for district EHA health insurance but who is not taking EHA health insurance, there is an additional district contribution of \$357 per month in 2008-2009 and \$330 per month in 2009-2010.

Eligibility for enrollment or re-enrollment in the district health plan after a leave of absence is dependent upon any applicable Family Medical Leave Act provisions, the underwriting guidelines of the health insurance company, the district’s Section 125 Flexible Benefits Plan, the rules of the Benefits Department concerning eligibility of newly hired employees, and the employee’s ability to pay his/her portion of the premium through payroll deduction for the remainder of the fiscal year.

- 7-2. Death Benefit - The Board of Education provides a \$5,000 death benefit for each Nutrition Services associate.
- 7-3. Pay for Unused Sick Leave - Employees who separate from the Lincoln Public Schools (not including substitute service or an hourly employee working sporadically) will receive pay for each hour of accumulated sick leave according to the schedule below. If an employee’s first workday with the school district is prior to October 1, that year will count as a year of service toward eligibility for payment for unused sick leave.

<b><u>Completed Years of LPS Service</u></b>	<b><u>Pay for Unused Sick Leave/Hour</u></b>
10 years	\$4.00/hour
15 years	\$5.00/hour
20 years	\$6.00/hour

A payment for unused accumulated sick leave upon retirement, which meets the qualifications of the district non-elective 403(b) plan, will be paid through a contribution to such plan subject to the annual contribution limit under Internal Revenue Code (IRC) section 415. Any amount in excess of the annual contribution limit of IRC section 415 will be paid as taxable compensation to the retiree.

## **ARTICLE VIII SPECIAL PROVISIONS**

- 8-1. This agreement affecting the terms and conditions of employment of Nutrition Services Workers shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the mutual consent of both parties in written and signed amendments to this agreement.
- 8-2. A copy of the total agreement will be made available to individual employees.

- 8-3. This agreement is for the 2008-2009 and 2009-2010 school years. It becomes effective on September 1, 2008, and shall continue until August 31, 2010.
- 8-4. Reopener Language — In the event that either levy election, judicial action, legislative action, or the petition process results in changes in the constitution or current statutes changing the funding available to Lincoln Public Schools, either party may reopen this agreement for the purposes of modifying the salary and fringe benefits during the term of this agreement.
- 8-5. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**Nutrition Services Workers Association**

Nancy Henry  
President

David Sarduskey  
Chairperson of Negotiation Team

Mary Mar

Lucie Hanna

Jody Kushman

9-22-08  
Date

**Board of Education**

Heidi Larsen  
President

Ken Bahack  
Chairperson of Negotiation Team

10-16-08  
Date