

MASTER AGREEMENT
BETWEEN
HOPKINS PUBLIC SCHOOLS
AND
ASSOCIATION OF KITCHEN STAFF
JULY 1, 2014 TO JUNE 30, 2017

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PURPOSE AND INTENT

The general purpose of this agreement is to set forth the wages, hours, working conditions and other conditions of employment for the duration of this Agreement and to promote harmonious labor relations for the mutual interest of the employer and the employees. The Board and the Association for and in consideration hereinafter specified agree to abide by the terms and provisions set forth herein for the duration of this agreement. Any employee serving students in an instructional capacity shall be considered a paraprofessional. Employees not involved in direct instructional contact with students shall be considered non-instructional staff, i.e. playground or school lunch staff. Throughout the contract all groupings shall be referred to as Association Members.

MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retain and reserves authority, duties and responsibilities conferred upon and vested in it by the laws and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment, to establish written personnel and other policies.
2. To hire all employees subject to the provisions of law, to determine their qualifications for continued employment, to discharge, discipline, demote, promote, transfer, and rehire all such employee.
3. To establish policies, schedules, hours or work, and other duties, responsibilities and assignment of paraprofessionals and other employees, terms and conditions of employment not in conflict with this Agreement. This may include temporary work hour assignment changes to avoid overtime requirements.
4. Any issues not covered under this agreement should be settled between the administration and the affected employee.

CONDITIONS OF EMPLOYMENT PROBATIONARY PERIOD

A new employee hired to fill a vacancy other than that of a temporary nature shall have the status of a probationary employee for a full three-month period. After an employee has completed the probationary period of employment and has proven to be satisfactory, they will be given the status of a regular employee.

RESPONSIBILITIES AND DUTIES

- A. The assignment of duties and responsibilities is the responsibility of the Superintendent of Schools upon the recommendation of the Supervisor.

- B. In the performance of their assigned duties, Association Members are responsible to their respective Supervisor.
- C. No overtime or extra work will be allowed without advance approval of the Supervisor.
- D. Dress Code – The dress code for food service employees shall be black “docker” style pant and a uniform shirt style. The shirt style will be determined by the Supervisor and the bargaining committee.
- E. Black slip resistant shoes shall be worn by all employees. The district will reimburse up to \$50 (fifty dollars) towards the purchase upon receiving the slip resistant tag and the purchase receipt from the employee. This reimbursement shall be good once per school fiscal year (July thru June).

RE-HIRE

An employee who voluntarily terminates employment and is re-hired shall be considered a new employee.

REPORTING ILLNESS

In the event of illness, or absence, an Association Member must notify their Supervisor at least one hour before the work day begins. They must also state the reason for their absence. The Supervisor will notify the main office.

PROFESSIONALISM

1. All happenings on the school grounds are to be held confidential. Association Members shall not discuss happenings, students or school personnel (including teaching and non-teaching personnel) with other persons in the community. When confidential information needs to be discussed, the Association Member should go directly to the Supervisor or Building Principal.
2. The Association Member should be fully prepared to carry out assignments as requested by their individual Supervisor.
3. The Association Member should be prompt and at assigned area unless their individual Supervisor has requested that they report somewhere else during that time.

If an Association Member does not perform in these ways, the reprimand, suspension & termination procedures will be followed.

SENIORITY

Seniority for Kitchen Staff will be based on the first day of continuous employment in that position. Those members who began work first will receive the highest seniority.

PART-TIME EMPLOYEES

Benefits for part-time employees shall be pro-rated based on the average amount of time worked per day.

SALARY

- Step 1: Probationary period (90 days)/substitute pay
- Step 2: After 90 days and during the rest of that school year
- Step 3: After year 1 and through year 3 in the bargaining unit
- Step 4: After year 3 and through year 5 in the bargaining unit
- Step 5: After year 5 and through year 7 in the bargaining unit
- Step 6: After year 7 and through year 9 in the bargaining unit
- Step 7: After year 9 and through year 11 in the bargaining unit
- Step 8: After year 11 in the bargaining unit

Pay Scale, 2014/2015

Food Service
Hourly Rate

<u>Step</u>	<u>Hourly Rate</u>
1	\$ 9.41
2	9.49
3	10.12
4	10.47
5	10.92
6	11.45
7	11.90
8	12.39

For 2015/16 and 2016/17 there shall be a 1% increase on the wage scale.

All bargaining unit members shall be required to clock in on an automated timekeeping system to determine their compensation. Electronic timesheets are to be approved each week by the Food Service Director.

There shall be an additional stipend for the "Building Lead Person". The lead person will report directly to the Food Service Supervisor and shall meet the following requirements. This person shall direct building employees as directed by the Food Service Supervisor. The "lead" person shall report back to the Supervisor as to the employees' actions if needed. The reprimand, discipline, and evaluation of employees shall not be the responsibility of the Building Lead Person. The Building Lead Person shall also not be responsible for entering daily meal counts, tracking the waste of paper & food, maintaining the budget, menu creation or producing blank production records. These duties shall be the responsibility of the Food Service Director. This stipend for the Building Lead Person shall be 5% of the step 8 hourly rate (rounded downward), up to a maximum of \$1.00 (one dollar) per hour.

Building Lead Person Requirements

1. Responsible for daily kitchen operations as set forth by the Food Service Director.
2. To work well with others and promote school lunch.
3. Responsible for completion of daily cash, production, and meal reports.
4. Responsible for daily bank deposits.
5. Working and problem solving knowledge of point of sale computers.
6. Responsible for checking in all deliveries.
7. Will need to become "Serve Safe" certified in food safety and sanitation.
8. Will be "Person in Charge" contact for local health department officials.
9. Responsible for monthly inventory of all products.
10. Perform other duties as assigned.

HOLIDAY PAY

The following shall be paid holidays during the school year.

Labor Day, Thanksgiving, day following Thanksgiving, Christmas, New Year's Day, Memorial Day.

To receive this pay Association members must be at work the work day before and the work day after the holiday. If an Association member is absent for either the day before or day after the above mentioned days they shall not receive holiday pay. If the employee misses either the day before or day following the holiday because of illness or required medical treatment, furnishing a doctor's written release shall excuse them from this requirement. This applies only to the employee. In case of death or life threatening issues involving the employee, employee's spouse or children, with documentation, the employee shall receive holiday pay.

SICK DAYS

A sick day is considered the amount of time the employee works on a daily basis.

1. School lunch staff will receive eight (8) sick days per year, maximum 60 days. Any sick days over 60 will be paid at 50% at the end of each school year. Upon retirement from the school district with at least ten (10) years service, sick days will be paid at 50% of the value. The total compensation for the unused sick days paid on behalf of the eligible employee is to be paid into a non-elective 403(b) tax-deferred annuity.
2. The district may take appropriate action, including termination of any employee with unacceptable overall attendance. Paid sick leave is solely for the purpose of providing employee protection against financial loss.

Any employee who misses 3 days or more may be required to obtain medical verification from a health care provider acceptable to the district to qualify for sick leave. Further, the district may require medical verification of disability from a health care provider acceptable to the district when it has reason to believe that the employee is not disabled.

3. Sick days are to be used for personal illness, illness in the immediate family, or death in the immediate family. Immediate family is defined as "spouse, child, of employee, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, and grandchildren."
4. If the employee has a pre-arranged sick day, i.e. for hospital or doctor tests, or if the sick days are used for someone other than the employee, the employee may still participate in an after-work event.
5. If an Act of God day falls on a day when an employee already had a pre-arranged sick day scheduled, the employee will be allowed to still use the sick day provided the request was pre-approved in the automated timekeeping system by the Food Service Director. There shall be a limit of not more than one (1) occurrence per year per employee.
6. **Funeral Leave**
 The employee shall receive 5 days off with pay, not to be deducted from sick leave, when there is the death of a spouse or child.
 The employee shall receive 3 days off with pay, not to be deducted from sick leave, when there is a death in the immediate family of the employee. Immediate family is defined as mother, father, step parents, brother, sister, step-children, mother in law, father in law, brother in law, sister in law, son in law, daughter in law, grandparents or grandchildren.
7. **Personal Days**
 Employees may be granted five (5) personal days per year, which shall not accumulate, in addition to leave days, to be used for activities that cannot be scheduled before or after work hours, or on non-school days. Request for leave must be made in writing to the Food Service Director in advance of the requested day. Up to four (4) unused personal days will be added to the employees' sick bank at the end of the school year.

LEAVE OF ABSENCE

Employees may be granted a leave of absence upon approval of the Board of Education. Should the leave of absence be for sixty (60) days or more, or seventy-five (75) for maternity or extenuating circumstances the employee will be required to wait until a vacancy occurs for which they are qualified. Seniority shall not be earned while the employee is on an unpaid leave of absence.

An employee who was on an extended leave of absence which has ended may refuse only one callback during a two year period before being removed from the Association's seniority list if they do not accept a call back to work.

If a leave of absence is for a Building Lead Person and extends beyond ten (10) working days, the vacancy will be posted to allow other kitchen staff employees the opportunity to apply for the temporary assignment.

ACT OF GOD DAYS

Association members shall be paid for each day worked. If required by their immediate Supervisor to be at work on Act of God Day, they shall receive their regular pay for that day.

JURY DUTY

In the event Association Members are asked to perform jury duty, they shall be reimbursed the difference between their salary and the salary they receive for serving on the jury.

WORKER'S COMPENSATION

Each employee will be covered by the applicable worker's compensation laws and insurance purchased by the Board.

- A. The employee will not be covered if an eight (8) day period lapses between the time of the injury and the report to the insurance agents. The employee must report injuries immediately to the superintendent's office, and their Supervisor. The employee is requested to see the district's recommended doctor.
- B. Employees receiving pay from worker's compensation for time off the job shall not receive pay from Hopkins Public Schools for the same period of time.

BENEFITS

Dental and Vision Coverage

The Board will pay 80% of the cost for Dental/Vision coverage for all employees who regularly work 32 or more hours per week. If the employee is regularly scheduled for 25 to 32 hours per week, the Board will pay 70% of the coverage cost. For employees working 10 and 25 hours per week the Board will pay 60% of the coverage. There will be no Board paid coverage for employees working less than 10 hours per week.

An employee who does not wish to participate in the Dental/Vision plan shall receive a onetime per year payment of \$600.00. This will be paid the last regular pay of the school year.

EARLY RETIRMENT INCENTIVE

Employees who retire before they reach their 65th birthday, and have completed ten years serve to the district, shall receive 50% of the difference between the top and bottom step on the pay scale multiplied by 650 hours.

Payment shall be made in two lump sum amounts. The first half of the incentive shall be made the pay period following the employee's retirement. The second half payment shall be made 6 months later. The payments shall be paid into a non-elective 403(b) tax-deferred annuity.

To receive this incentive, the employee shall notify the Superintendent of Schools a minimum of 90 calendar days before the anticipated date of retirement.

EVALUATION OF EMPLOYEES

Employee evaluations shall be conducted at least every other year, except in the event of probationary employees. Building leads will be present with the Supervisor as the Supervisor presents the evaluation.

WORK RELATED PROBLEMS

If a problem or complaint arises, the Association Member should proceed through the proper channels. These channels are:

1. Consult the immediate Supervisor.
2. If the problem persists, the employee shall talk to the Business Manager.
3. If the problem continues after the above steps, the employee shall go to the Superintendent of Schools.
4. If the problem remains after the first three steps, the employee may ask for a hearing before the Board of Education's Personnel Committee.

REPRIMAND, SUSPENSION AND TERMINATION

The Board of Education expects employees to perform their work in a satisfactory manner as assigned by their Supervisor. They are also expected to conduct themselves in a manner that sets a positive example for the children of our schools.

Employees that exhibit unsatisfactory behavior on the job shall be subject to the following disciplinary action:

- 1st warning - Verbal
- 2nd warning - Written Reprimand
- 3rd warning - 1 day disciplinary layoff
- 4th warning - 3 days disciplinary layoff or termination

The Superintendent or the employee's Supervisor may temporarily suspend an employee from duty without pay, and could seek termination for major disciplinary problem.

The service of an Association Member may be terminated upon the recommendation of the Supervisor to the Superintendent, who in turn recommends the employees release to the Board. Association Member must be notified in writing of impending release and the reasons therefore. The Supervisor shall make every effort to discuss unsatisfactory work practices, and a means of correction with the Association Member before recommending termination.

GRIEVANCE PROCEDURES

A grievance shall be defined as a charge of a violation, misinterpretation of the expressed terms of this Agreement.

Procedures for Adjustment of Grievances:

Step 1: An employee with a problem or a grievance shall first discuss the matter with the immediate Supervisor with the objective of settling it quickly and informally.

Step 2: In the event the grievance has not been satisfactorily settled, the matter shall be reduced to writing no later than ten (10) days from date of occurrence. The written grievance shall set forth the following items:

- a. Name Grievant and date grievance occurred.
- b. Facts involved including section of contract allegedly violated.
- c. The Grievance shall be signed by the Grievant and a member of the Grievance Committee.
- d. Grievance shall specify relief requested.

The written Grievance shall be presented to the immediate Supervisor for disposition. Within five (5) days of receipt of written grievance, the Supervisor shall have a conference with the Grievance Committee. It is the Supervisor's responsibility to attempt to set a mutually satisfactory time and place for said meeting. Within five (5) days after meeting, the Supervisor shall state his decision in writing and furnish a copy there of to the employee and Grievance Committee Chairman.

Step 3: Within five days after receiving the decision in Step 2, the Grievance Committee may appeal in writing to the Superintendent of Schools.

- a. Within five days of receipt of the written grievance, the above designated administrator shall have a conference with the Grievance Committee. It is the Administrator's responsibility to attempt to set a mutually satisfactory time and place for said meeting. The affected employee may be present at such meetings.
- b. Within five days after the meeting, the Superintendent shall state his decision in writing, and furnish a copy thereof to employee and the Grievance Committee.

Step 4: Within five days after receiving the decision of Step 3, the Grievance Committee Chairman may appeal the decision in writing through the Superintendent to the Board of Education. Within ten days of receipt of the grievance the Board of Education shall have a hearing with the Grievance Committee.

It is the Superintendent's responsibility, after consulting with the chairman of the Grievance Committee, to set the time, place, and date of hearing and to so inform the Chairman of the Grievance Committee.

The Board of Education shall hear the grievance in dispute and shall render its decision in writing within ten days from the close of the hearing. The Board of Education's decision shall be submitted in writing and shall set forth the finding and conclusions with respect to the issue submitted to them.

Step 5: If the employee group is not satisfied with the disposition of Grievance by the Board or no decision is rendered with the time provided in Step 4, the employees may, within ten days, submit the matter to arbitration.

Prior to submitting the matter to arbitration, the Chairman of the Grievance Committee shall so inform the Superintendent of Schools in writing of the Association's intention.

The Board's representative and the Chairman of the Grievance Committee shall mutually select the arbitrator within ten days of the arbitration request by the employee. If the parties can't agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. The only evidence or argument which may be presented at the arbitration hearing is that which were used in the previous steps of this grievance procedure and to which a written reference has been made.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him. Both parties agree to be bound by the award of the arbitrator.

The arbitrator shall have no authority except to pass upon alleged violations of this agreement. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement, nor to interfere with the Board's rights and responsibilities, except as these are expressly limited by this Agreement.

The fees and expenses of the arbitrator shall be paid at the equal expense of the parties.

Miscellaneous

A. A grievance, dispute or other matters which may be processed under any state or federal regulation or statute shall not be the subject matter of the grievance procedure herein established.

Any determination or action taken under any such state or federal regulation or law shall be binding the extent required by such regulation or law.

B. On agreement between the Board of Education and the Grievance Committee, hearing upon a grievance may be commenced at any step, and any time limit within the grievance procedure may be extended by mutual agreement.

C. An employee or Board has the right to be represented any step in the grievance procedure by an attorney or representative of their own choice.

D. Any disposition of an appeal by the employees which is not issued within the time limits specified shall result in a forfeiture of the grievance or settlement on the basis of the employees remedy requested.

E. Names of the Negotiation and Grievance Committee shall be submitted in writing to the Superintendent of schools. No member of this committee shall function as such until the Superintendent has been advised of the selection in writing by the employees. This committee shall be limited to three members including the Chairman.

PREGNANCY

In the event of pregnancy, Association Members may be required to furnish a doctor's certificate stating that she is able to perform her duties, upon the request of the Superintendent.

LAY-OFF PROCEDURE

Should an employees' work days be reduced by 20% or greater (based on minutes worked) that employee shall be allowed to bump a less senior employee who is working longer hours. The following guidelines will be used in the event lay-off of Association Members becomes necessary.

- A. Positions will be eliminated and the person designated as on lay off.
- B. A person on lay off will be allowed to "bump" for another position on the following basis in order of priority:
 - 1. training, competency and fitness for the job
 - 2. seniority
 - 3. attendance record
 - 4. evaluation
- C. "Bumping" shall not be allowed across group lines. (example: Paraprofessionals to School Lunch Staff, etc.)
- D. Thirty days written notice shall be given a person on lay-off. A copy of this notice will be placed in the personnel file of the individual involved.
- E. No credit on the salary scale shall be given a person during the lay-off period.
- F. Should eliminated positions be restored, the following basis for recall shall be used:
 - 1. training, competency and fitness for the job
 - 2. seniority
 - 3. preference or the Supervisor
- G. A recalled person must notify the school within two (2) weeks if he/she desires to return to work. If such notification is not received within two (2) weeks, the position will be filled with another person, and the laid off person will forfeit recall privilege.

PROFESSIONAL STAFF DEVELOPMENT

Food service workers will be requested to attend three (3) hours of professional staff development per year. They will be paid for these hours at their regular hourly rate. If not in attendance, they will not be paid nor may they use sick or personal days to be paid for these

hours. The PSD topic shall be applicable to the food service employees and shall be mutually agreed upon in advance by a joint committee of Food Service Workers and the Food Service Supervisor. If the committee does not believe PSD is necessary, then the PSD time will not be required.

LENGTH OF CONTRACT

1. Contract terms are in effect from July 1 to June 30.
2. This agreement shall be for a three year period from July 1, 2014 to June 30, 2017.

For the Kitchen Staff:

Melissa Shearman

Ronald Jopp

Charlene G. Coon

For the Board:

Joe J
President

Brian Myer
Secretary

Shay Wood
Superintendent