

MASTER AGREEMENT  
BETWEEN  
HOPKINS PUBLIC SCHOOLS  
AND  
ASSOCIATION OF KITCHEN STAFF  
JULY 1, 2005 TO JUNE 30, 2008

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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 have proved 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 Building Principals and Supervisors.
- 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 Superintendent.

## 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 in arriving to assigned area.
- 4. The Association Member should be prompt and at assigned area unless their individual supervisor has requested that they be somewhere else during that time.

If an Association Member does not perform in these ways, they will receive a verbal communication from their supervisor, or Building Principal explaining the difficulty. If it is necessary to send a second communication to that individual, the communication will be in writing. After the second communication, if the problem continues, the employee could be terminated.

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

Seniority and 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

<u>Step</u>	<u>2005/2006 Hourly Rate</u>
1	\$ 8.25
2	8.33
3	8.85
4	9.23
5	9.64
6	10.14
7	10.54
8	11.00

In 2006/07 and 2007/08 there will be a percentage increase in total compensation for Association members of 75% of the percentage increase in the district's student foundation grant. Total compensation includes wages, FICA, MPSERS, and Dental/Vision coverage.

All bargaining unit members shall be required to punch a time card to determine their compensation. Time cards are to be approved by their immediate supervisor. When leaving school premises for lunch, punching of time card will be required.

There shall be an additional stipend of \$0.50 per hour for the "Building Lead Person". This is a non seniority position. This person will report directly to the food service supervisor and must meet the following requirements. This individual shall not supervise or evaluate other association employees.

### Building Lead Person Requirements

1. Responsible for daily operations in the kitchen as set forth by Food Service Director.
2. To work well with others and promote school lunch.
3. Responsible for completion of daily cash and production reports.
4. Responsible to bank all monies in accordance with district policies and guidelines.
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. Attend monthly meetings for all lead persons.
11. Perform other duties as assigned.

### HOLIDAY PAY

The following shall be paid holidays during the 2005/06 school year.  
Labor Day, Thanksgiving, day following Thanksgiving, Christmas, New Years Day, Good Friday, Memorial Day.

To receive this pay Association members must be a 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.

### 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, no maximum accumulation. Upon retirement from the school district with at least ten (10) years service they will be paid at 50% of the value of their unused sick days, up to a maximum of twenty five (25) days pay.
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 and grandparents."
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. **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.
6. Employees may be granted four (4) personal day 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 immediate supervisor at least five (5) days in advance of the requested day.

#### 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.

#### 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.
- 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 100% 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 80% of the coverage cost. For employees working 10 and 25 hours per week the Board will pay 67% 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 one time per year payment of \$500.00. This will be paid the last regular pay of the school year.

### Early Retirement Incentive

Employees who retire before the school year during which they reach their 60<sup>th</sup> 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 employees retirement. The second half payment shall be made 6 months later. At the employees option the payment may be made to an annuity upon notification to the business office.

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



## 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 building principal.
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

Section 1: A grievance shall be defined as a charge of a violation, misinterpretation of the expressed terms of this Agreement.

Section 2: For purposes of this Article, day shall mean calendar days, exclusive of Saturdays, Sundays, and legal holidays.

Section 3: 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 thereof 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, 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 are those which were used in the previous steps of this grievance procedure and 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.

#### Section 4 Miscellaneous

A. All 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 agree-ent.

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

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 laid off.
- B. A laid off person 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 to cross 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.

INCENTIVE PAY (NEW)

Beginning in 2002/03, Food Service yearly surplus profits for that year, and future years, will be shared with Food Service employees as follows:

1. Profit shall be defined as audited income over expenses as determined by the district's independent auditors.
2. Incentive pay will be made on the first regularly scheduled payroll of December of 2004, for the 2002/03 school year, and shall continue each following December.
3. Eligible employees are defined as those that are members of the bargaining unit in the previous year (beginning in 2002/03), worked the entire year, or those that were hired by the Board before November 1 of the previous year, and then completed that school year. Eligible employees must also have returned for the current school year, and be regularly working as of November 30. The exception to this shall be for any employees that retired with MPSEB's benefits at the conclusion of the previous year. These employees will also qualify for payment.
4. The incentive payment shall be based on the following.

<u>Audited Food Service Yearly Surplus</u>				
\$3,000-\$4,999	\$5,000-\$8,999	\$9,000-\$13,999	\$14,000-\$19,999	\$20,000>
1%	2%	3%	4%	5%
of				

Individuals Gross Wages Earned As a Food Service Employee July 1, 200X to June 30, 200X

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, 2005 to June 30, 2008.

For the Kitchen Staff:

Kathy VanSteen  
Angela Adams

For the Board:

Cynthia J. Lowman  
 Its President

Just Tucker  
 Its Secretary

[Signature]  
 Its Superintendent