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**SALARY SCHEDULE,
TERMS, AND CONDITIONS
OF EMPLOYMENT**

**HOPKINS SCHOOL NUTRITION
EMPLOYEES**

DISTRICT #270

**Effective July 1, 2018
Through June 30, 2020**



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This **AGREEMENT**, entered into on the 19th day of February 2019, between **Independent School District No. 270**, hereinafter called the **EMPLOYER**, and the **Hopkins School Nutrition Employees**, hereinafter called the **HSNE**, has as its basic objective the promotion of the responsibilities of the **EMPLOYER** for the public good.



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ARTICLE 1 PURPOSE

The **HSNE** and the **EMPLOYER** agree that the purpose for entering into the **AGREEMENT** is to:

- 1.1 establish the foundation for a harmonious and effective labor-management relationship;
- 1.2 provide for a means to peacefully resolve disputes concerning the application or interpretation of this **AGREEMENT**;
- 1.3 specify the full and complete understanding of the parties; and
- 1.4 place in written form the agreed upon terms and conditions of employment for the duration of this **AGREEMENT**.

ARTICLE 2 RECOGNITION

- 2.1 Recognition of **HSNE**. The **EMPLOYER** recognizes the **HSNE** as the exclusive representative for the purpose of collective bargaining for all association employees of Independent School District No. 270, Hopkins, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal workweek and sixty-seven (67) workdays per year, excluding supervisory, administrative and confidential employees, students and educational aides.
- 2.2 In the event the parties cannot agree as to the inclusion or exclusion of a newly established or modified job classification within the appropriate unit established by 2.1, either party may request the Bureau of Mediation Services to resolve the dispute.

ARTICLE 3 SCOPE OF AGREEMENT

It is the intention of the **HSNE** and the **EMPLOYER** that the coverage of this **AGREEMENT** is limited to the "terms and conditions of employment," defined as:

"The hours of employment, the compensation therefore including fringe benefits," that are specifically established herein and are not intended to be in conflict with any statute of the State of Minnesota or rule or regulation promulgated thereunder.

ARTICLE 4 EMPLOYER RIGHTS

- 4.1 The **EMPLOYER** retains the full and unrestricted right to operate and manage all labor, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and



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modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this **AGREEMENT**.

- 4.2 Any "term or condition of employment" not established by this **AGREEMENT** shall remain with the **EMPLOYER** to establish, modify, or eliminate as it sees fit by work rules.

ARTICLE 5 ASSOCIATION RIGHTS

- 5.1 The **EMPLOYER** shall deduct from the wages of employees whose positions are part of this bargaining unit an amount necessary to cover monthly **HSNE** dues. Such monies shall be remitted to the **HSNE** as established by the director of Business Services.
- 5.2 Representatives of the **HSNE** shall be permitted to enter the facilities of the **EMPLOYER** where employees covered by this **AGREEMENT** are working upon notification to the Human Resources Employment Specialist.
- 5.3 The **EMPLOYER** shall not enter into any **AGREEMENT** with employees which conflicts with the terms and conditions of this **AGREEMENT**.
- 5.4 The **ASSOCIATION** may designate employees from the bargaining unit to act as Representatives and shall inform the **EMPLOYER** in writing of the names of such Representatives and of successors when so named. Employees so designated shall have the duties and responsibilities established by **ARTICLE 28** (GRIEVANCE PROCEDURE).

ARTICLE 6 EMPLOYMENT CLASSIFICATION

CLASS 1 - Lite Duty Worker

The School Nutrition Worker / Lite Duty Worker perform a variety of job functions essential to the successful operation of the student meal program. Job functions include: limited food production and daily kitchen clean-up. Works under the direct supervision of a job coach or kitchen supervisor

CLASS 2 – Food Preparation Worker; Receiving Clerk; Cashier; Catering Lead; Catering Attendant

The School Nutrition Worker performs a variety of job responsibilities relating to general food preparation including high volume, high speed quantity food production; cashiering; serving; receiving; delivery; dishwashing, general kitchen clean-up, teamwork skills and other duties and responsibilities as assigned by their supervisor.

CLASS 3 – Cook; Satellite Supervisor; Catering & Concessions Specialist; Steward



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The School Nutrition/ Cook and Satellite Supervisor perform a variety of job functions related to high volume, high speed quantity food preparation. Food production concentrated in the command of recipes and procedures for baking, skillet and kettle operation; sanitation, safety, and security; program regulations and accountability and equipment use and care. Also includes; necessary supervisory and teamwork skills, cashiering and customer service focus; assumption or assistance of the duties of the supervisor or manager in their absence and other duties and responsibilities as assigned by their supervisor. Primary job functions include:

- Supervisor overseeing kitchen operations at small satellite sites
- Safety, Sanitation and Security
- Cashier operations and cash handling procedures
- Limited Financial management

Additional functions may include:

- Limited Menu development and Nutrition Education
- Limited food production, ordering/ inventory management and equipment operation
- Limited personnel management and training

This position may be responsible for supervising up to two employees.

The Catering/Concessions Specialist is responsible for catering/concession operations in the School Nutrition department and assisting with special event management and execution of events ensuring they meet the required standards and budgetary limits. Additionally, may assist with catering menu development, support clients during the execution of the event, ascertaining that their requirements are being met to ensure event success.

CLASS 4 – COOK SUPERVISOR (COOK SUPERVISOR)

The School Nutrition Worker/ Cook Supervisor performs a variety of job functions to coordinate all preparation and serving of food according to established standards and all other duties essential to the successful operation of the school nutrition program, as assigned. Primary job functions include:

- Serves as primary production cook and as manager overseeing all kitchen operations.
- Safety, Sanitation and Security
- Menu development
- Nutrition Education
- Procurement
- Marketing
- Financial management
- Program accountability and record keeping



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- Equipment operation and maintenance
- Personnel management and training
- Professional Development

This position will supervise between two to nine employees.

CLASS 5 – OPERATIONS MANAGER

The School Nutrition Operations Manager is any manager who is assigned to a complex site (HHS) or multi-sites (IKE, GW, GL)., The Operations Manager performs a variety of job functions to coordinate all preparation and serving of food according to established standards and all other duties essential to the successful operation of the school nutrition program, as assigned. Primary job functions include:

- Serves as manager overseeing all kitchen operations
- Safety, Sanitation and Security
- Menu development/NutriKids Menu Maintenance
- Nutrition Education
- Procurement
- Marketing
- Financial management
- Program accountability and record keeping
- Equipment operation and maintenance
- Personnel management and scheduling, training, and job performance evaluations. May include assistance with interviewing and hiring.
- Professional development for self and employees

ARTICLE 7 EMPLOYMENT STATUS

7.1 School Nutrition.

School Nutrition employees will be employed in a regular part time, high time, or full time week status or a substitute status.

7.11 Part time employees are defined as individuals assigned to an employment classification for the duration of a work year with minimum guaranteed scheduled hours of fifteen (15) per week, less than twenty (20) per week. All part time employees are subject to the terms and conditions of this agreement.

7.12 High time employees are defined as individuals assigned to an employment classification for the duration of a work year with minimum guaranteed scheduled hours of twenty (20) per week, less than thirty (30) per week. All high time employees are subject to the terms and conditions of this agreement.



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7.13 Full time employees are defined as individuals assigned to an employment classification for the duration of a work year with minimum guaranteed scheduled hours of thirty (30) per week. All full time employees are subject to the terms and conditions of this agreement.

7.14 Substitute employees are defined as individuals scheduled for work hours on an intermittent basis to meet the needs of the program. All substitute employees shall be compensated as provided by 9.3 and shall receive or accrue no other benefits established by this policy.

7.15 Casual employees are defined as individuals scheduled for work hours on an intermittent basis and/or less than 14 hours/week to meet the needs of the program. All casual employees shall be compensated in accordance to the assigned job classification and shall receive or accrue no other benefits established by this policy.

ARTICLE 8 TERMS OF EMPLOYMENT

8.1 Work Year.

School Nutrition employees will be employed for the number of days food is served plus the opening and closing of the kitchen. The actual number of days of employment shall be established by the School Board and assigned by the Director of School Nutrition and Lifestyle Services. Staff workshop and kitchen clean up days are mandatory. Initial calendars will be provided to employees by the last day of school in the spring for the following school term. These calendars may require modifications per Article 24.1. The School Nutrition Labor Management Committee will discuss procedures for providing the calendars each year.

8.2 Schedule and Scheduled Hours.

Due to the nature of the program, employees will be scheduled for varying hours of work to meet the needs of the program. Employees will be scheduled within their employment status of full, high, or part time hours. Casual employees will be scheduled based on business needs.

8.21 The EMPLOYER will create individual work schedules for employees that have atypical work schedules and do not follow the school year calendar.

8.3 Workshop.

Attendance at meetings, training programs, and workshops is required of all employees scheduled to attend and will be paid for the time in attendance.



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8.31 Serv Safe Certification will be required of class 3 through class 5 employees Certification must be completed within three (3) months of employment.

8.32 Registration fees and time in attendance will be paid by the Employer when mandatory attendance is required at training programs.

8.33 When an employee completes an approved ServSafe renewal online course, which documents the time they spent taking the course, they will be paid for those documented hours up to a total of four (4) hours. The employee is responsible for turning in the certification form and the documentation page to the Director and/or Assistant Director, which shows the time the employee spent on the task.

8.4 School Closing/Event Cancellation/Call Back.

When school is closed for students or an event is cancelled due to inclement weather or emergency conditions, employees will not be expected to report to work. Such days will be considered non-work, non-paid days and employees may use personal business leave/emergency leave. Employees, who report to work, as authorized by their manager, shall receive a minimum of two (2) hours of pay at their regular hourly rate. Employees directed to perform duties in handling an emergency situation or in a situation when an event is cancelled without notice, shall receive a minimum of two hours of pay. In such situations, personal/emergency leave may be used to supplement hours not worked.

8.41 Employees scheduled for catering or concessions work will be paid a minimum of two hours per day scheduled. If their scheduled shift is cancelled within 24 hours or if they are sent home before two hours, they will receive a minimum of 2 hours pay.

*Article 8.41 applies only to catering and concessions work that occurs outside of an already scheduled school meal program shift.

*Article 8.41 does not apply to cases of inclement weather closings/cancellations.

8.5 Association Membership.

The **EMPLOYER** shall pay for membership fees for all employees who are members of the School Nutrition Association (SNA) and have successfully completed the probationary period. All membership requests must be approved by the Director.

8.6 Probationary Period.

All employees who are original hires or rehires shall receive a 100 continuous working day probationary period. The probationary period shall serve as a period of time during which the employee shall demonstrate fitness and ability to perform the job classification's duties and responsibilities. At any time during the



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probationary period an employee may be terminated at the discretion of the employer. Employees terminated during the probationary period shall receive a written notice of termination. Employees terminated during the probationary period shall not have recourse to the Grievance Procedure.

Employees changing to a new job classification shall serve a 100 continuous working day probationary period. At any time during the probationary period an employee may be reassigned at the discretion of the employer.

ARTICLE 9 COMPENSATION

9.1 General Conditions.

9.11 For the purpose of computing compensation all Employees will be paid for the hours worked times the basic hourly rate of their appropriate employment classification.

9.12 Hours worked over 40 hours per week will be considered overtime hours and be paid at one and one-half times the employee’s basic hourly rate.

9.13 Pay date shall be the 15th and 30th of each month. A calendar of pay days with corresponding cut-off dates for purposes of payroll periods will be prepared by the Payroll Department.

9.2 Basic Hourly Rate Schedule - Regular Employees.

2018-2019

Class	Minimum	Maximum
1	9.86	
2	14.77	17.44
3	17.30	19.96
4	20.41	22.74
5	22.33	27.10

The minimum hourly rate will increase 3% in classes 2-5 in both 2018-2019 and 2019-2020. The maximum hourly rate will increase 3% in classes 2-5 in both 2018-2019 and 2019-2020.



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All employees who have not reached the maximum hourly rate will receive a 4.5% increase applied to their 2017-2018 hourly rate, effective July 1, 2018.

2019-2020

Class	Minimum	Maximum
1	9.86	
2	15.21	17.96
3	17.82	20.56
4	21.02	23.42
5	22.78	27.91

The minimum hourly rate will increase 3% in classes 2-5 in both 2018-2019 and 2019-2020. The maximum hourly rate will increase 3% in classes 2-5 in both 2018-2019 and 2019-2020.

All employees who have not reached the maximum hourly rate will receive a 4.5% increase applied to their 2019-2020 hourly rate, effective July 1, 2019.

Hourly rate increases are based on continuous service and will be effective at the beginning of each fiscal school year until the maximum is reached. To be eligible for an increase an employee must have been employed on or before January 1 of the previous school year.

9.3 School Nutrition Managers.

Class 5 Managers will work a minimum of one-hundred-eighty-five (185) days per year, including holidays

9.4 Previous Experience.

Previous experience may, at the discretion of the employer, be taken into consideration for initial salary step at the time of employment in all classes

9.5 Off-Schedule Payments

Employees will be eligible for an off schedule payment in each year of this agreement as follows:

Full time employees working 30 or more hours per week who are in years 1-5 of



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service in a position covered by this agreement will be eligible for an annual payment of \$150 in both years of this agreement.

Full time employees working 30 or more hours per week who are in years 6-10 of service in a position covered by this agreement will be eligible for an annual payment of \$300 in both years of this agreement.

Full time employees working 30 or more hours per week who are in years 11-15 of service in a position covered by this agreement will be eligible for an annual payment of \$500 in both years of this agreement.

Full time employees working 30 or more hours per week who have worked more than 15 years in a position covered by this agreement will be eligible for an annual payment of \$750 in both years of this agreement.

High time and part time employees working 14 or more hours per week but less than 30 hours per week who are in years 1-5 of service in a position covered by this agreement will be eligible for an annual payment of \$100 in both years of this agreement.

High time and part time employees working 14 or more hours per week but less than 30 hours per week who are in years 6-10 of service in a position covered by this agreement will be eligible for an annual payment of \$200 in both years of this agreement.

High time and part time employees working 14 or more hours per week but less than 30 hours per week who are in years 11-15 of service in a position covered by this agreement will be eligible for an annual payment of \$335 in both years of this agreement.

High time and part time employees working 14 or more hours per week but less than 30 hours per week who have worked more than 15 years in a position covered by this agreement will be eligible for an annual payment of \$500 in both years of this agreement.

Definitions

A year for full time employees is defined as a minimum of 1,020 hours. Full time employees who work less than 1,020 hours will receive a prorated off-schedule payment.

A year for high time and part time employees is defined as a minimum of 510 hours. High time and part time employees who work less than 510 hours will receive a prorated off-schedule payment.

The annual payment will be provided in two installments in the amount of 50% of



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the annual benefit. These installments will be paid on the December 15th and June 15th pay checks each year.

To be considered to be in Year 1 of employment for the purposes of the off-schedule payment, an employee must have begun work prior to January 1st. Any employee who starts after January 1st will be considered to begin Year 1 of employment for the purposes of the off-schedule payment on July 1st following the date of hire.

ARTICLE 10 UNIFORM ALLOWANCE

The District will provide an annual uniform allowance, or a designated uniform based on employment classifications and site designations.

Part time and high time employees: \$130.00 annually

Full time employees: \$150.00 annually

Receipts for reimbursement must be submitted by November 1 and March 1 and will be paid by November 30 and March 30 respectively.

10.1 Lost, worn or damaged uniforms.

Lost, worn or damaged uniforms will be the responsibility of the employee to replace.

Employees who leave their position will be required to turn in all uniform items supplied by the district within 10 business days.

10.2 Probationary Employees.

Employees who are original hires will receive uniform shirts upon hire. Receipts received for reimbursement from uniform allowance will be paid upon successful completion of probationary period

ARTICLE 11 HEALTH REQUIREMENTS

11.1 Director shall determine when an employee may return to work following an illness. Written approval of a doctor may be required of an employee returning from a serious illness.

11.2 All employees are required to practice good personal hygiene and follow all local health requirements.

ARTICLE 12 SICK LEAVE



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12.1 Sick Days.

12.11 Part time and High time employees hired will accrue sick days based on years of employment and hours worked.

During the first year of employment, the employee is not eligible for sick days.

During the second year of employment, employee shall be eligible for two (2) sick days.

During the third year of employment, employee shall be eligible for four (4) sick days.

During the fourth year of employment and beyond, employee shall be eligible for six (6) sick days per year.

12.12 Full time employees accrue sick days based on years of employment and hours worked.

During the first year of employment, the employee is not eligible for sick days.

During the second year of employment, employee shall be eligible for three (3) sick days.

During the third year of employment, employee shall be eligible for six (6) sick days.

During the fourth year of employment and beyond, employee shall be eligible for ten (10) sick days per year.

12.13 Supervisors and Managers will accrue ten (10) sick days per school year.

12.14 Light Duty Employees and Casual Employees will not be eligible for sick days.

12.15 Years of employment increments are based on continuous service and will be effective at the beginning of each fiscal school year. To be eligible for an increment an employee must have been employed on or before January 1 of the previous school year.

12.16 Sick days may accumulate to an unlimited amount.



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12.2 Uses of Sick Leave.

12.21 Accumulated sick leave may be used for absences from a scheduled work day necessitated by illness or injury.

12.22 The use of accumulated sick leave in excess of three (3) consecutive scheduled work days or the repeated and systematic use of sick leave may require written medical verification of illness or injury at the discretion of the Director.

12.23 Employees who are ill or injured for a period of time which exceeds their accumulated sick leave may request an unpaid leave of absence in accordance with the provisions of 16.0 and 27.0.

12.24 Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by the provisions of 25.0.

12.25 Workers' Compensation Supplement: Employees who are eligible for workers compensation benefits shall have the right to use accumulated sick leave in an amount necessary to equal the Employee's basic salary. Employees are expected to enter and submit sick leave for approval.

ARTICLE 13 FAMILY ILLNESS

13.1 Employees may use up to a maximum of five (5) days of accrued sick leave, per year, if necessary, to provide care because of a serious illness to a member of the employee's immediate family. Immediate family shall be defined as spouse, children, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, guardian, or any person living in the employee's household for whom the employee is the sole source of support.

Sick leave shall be allowed for the employee's sick or injured child as provided by Minnesota Statute. A "child" means an individual under eighteen (18) years of age or an individual under age twenty (20) who is attending secondary school.

13.2 In unusual circumstances, two (2) additional days of accrued sick leave per year may be approved as determined by the Director. Use of accumulated sick leave for emergency situations may be authorized by the Director.

ARTICLE 14 BEREAVEMENT LEAVE

14.1 Employees may use up to a maximum of three (3) days of accumulated sick leave, if necessary, to bereave an immediate family member. Immediate family shall be defined as spouse, children, mother, father, brother, sister, grandparent, grandchild, guardian, father or mother-in-law, sister or brother-in-law, son or



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daughter-in-law, uncle, aunt, niece, nephew, or any person living in the employee's household including but not limited to significant others for whom the employee is the sole source of support.

14.2 In unusual circumstances two (2) additional days of accumulated sick leave may be approved as determined by the Director.

ARTICLE 15 PERSONAL BUSINESS/EMERGENCY LEAVE

15.1 Employees may be absent as defined in 15.2 and 15.3 per school year, if necessary, to conduct personal business or to be absent for a significant event which is important to the employee which can only be conducted during the normal workday. Whenever possible, employees should schedule personal business meetings outside their regularly scheduled work day. Requests for personal leave shall be made in advance of its use and shall be subject to the approval of the supervisor and the Director and/or Assistant Director. Employees do not need to state the reason for the leave request. More than one (1) employee cannot be absent from a kitchen without prior approval. Probationary employees will not be eligible for personal business/emergency leave.

15.2 All high time employees may be absent one day per school year in accordance with the policy listed in paragraph 15.1 at the discretion of his/her manager.

15.21 A high time employee who does not use all his/her personal leave days during the fiscal year may carry over one (1) unused day for a maximum balance of two (2) days.

15.3 All full time employees may be absent two (2) days per school year in accordance with the policy listed in paragraph 15.1 at the discretion of his/her manager.

15.31 A full time employee who does not use all of his/her personal leave days during the fiscal year may carry over one (1) unused day for a maximum balance of three (3) days.

15.4 Part time employees, Light Duty Employees, Probationary Employees and Casual Employees will not be eligible for the Personal Business/Emergency Leave benefit.

ARTICLE 16 SERIOUS ILLNESS OR INJURY LEAVE

Up to a 12 month unpaid leave of absence may be granted upon written request to the Director in case of personal injury or illness. An employee returning from an approved leave of absence shall be re-employed in the position which the employee had prior to



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taking the leave of absence or a comparable position for which the employee is qualified. If an employee is unable to return to employment after the completion of the leave of absence, the Employer may place the employee on an inactive status for an additional period of 24 months. During the inactive leave status, an employee will have the opportunity to return to a vacancy for which the employee is qualified. Qualification and assignment placement shall be determined by the Employer and be the sole responsibility of the Employer. Employees must provide timely notice to the Employer of the employee's request for the placement and specify for which vacant position the employee is requesting placement. An employee's seniority and inactive leave rights will be terminated after the expiration of the inactive leave status.

ARTICLE 17 VACATION LEAVE

17.1 Vacation Eligibility

Effective July 1, 2017, Full-time employees working at least forty-five (45) weeks in the previous fiscal year are eligible to receive ten (10) earned vacation days on July 1st of the current fiscal year provided they have completed one year of employment. A "week" for the purposes of vacation eligibility must include a minimum of thirty (30) hours worked (hours worked for the purposes of vacation benefits includes paid holidays as well as approved sick leave and approved personal leave only when used on a regularly scheduled work day). Eligibility will be determined each year by the Human Resources Specialist or designee. Employees meeting the eligibility requirements will receive an email notification when the vacation days have been allocated in Skyward.

17.2 Changes in Employment Status

Only full-time employees are eligible to use vacation. As a result, the earned vacation balance for employees who resign or have their hours reduced to high-time or part-time will be paid out to the employee as a payroll payment and the vacation balance will be eliminated in Skyward.

17.3 Vacation Carry Over

All employees may carry over half of all accrued but unused vacation at the end of the school year into the following school year. In no circumstance may an employee carry over more than 10 unused vacation days from one school year to the next. Employees with vacation balances will be notified annually of the carry over procedures at least thirty (30) days prior to the end of the fiscal year.

17.4 School Nutrition HHS Operations Manager

The minimum weeks/hours requirements for the previous fiscal year as specified in Article 17.1 will not apply to the School Nutrition HHS Operations Manager. When the HHS Operations Manager position is scheduled for a 45 week work year, this position will receive 10 vacation days on July 1st each year and these 10 days will be earned in the current fiscal year. If the HHS Operations Manager position is scheduled for less than a 45 week work year, the



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terms as specified in Article 17.1 will apply to their employment in assignments covered by this agreement.

ARTICLE 18 SEVERANCE PAY

18.1 Severance Inducement Benefit.

Employees who terminate employment will be eligible for a severance inducement benefit provided the employee has 15/20 years of continuous service with the employer. An employee terminated "for cause" shall not be eligible for the Severance Inducement benefit.

18.2 Severance Benefit

Years of Employment	Number of days Pay Benefit
15 years	70 days
20 years	105 days

Employees working 15/20 continuous years of employment shall receive a severance based on the average hours per day, the top 15/20 years of regularly scheduled years of employment multiplied by the eligible number of severance days.

For purposes of this section, a "day's pay" will be defined as the mean average of the regularly assigned hours per day during the employee's years of employment multiplied by the employee's highest hourly wage. The mean average of regularly assigned hours will be determined by the highest total hours worked for 15/20 years of district employment.

Employees terminated "for cause" shall not be eligible for the severance benefit. The severance payment will be made within 60 days of retirement or in January of the year following the retirement date and will be paid to the employee's estate in case of death.

Notwithstanding any other provisions of this Article, the Employer's maximum severance benefit obligation for members of the bargaining unit shall not exceed \$90,000 in any fiscal year covered by the agreement. In the event applications of eligible employees constitute a liability in excess of the limitations as contained in this section, the amount each employee would be eligible to receive shall be reduced to a proportionate share of the school district's annual liability with the remainder to be paid in the following fiscal year subject to the aggregate maximum.

Severance Trust Participation.

1. The School District and its employees are committed to establishing a Voluntary Employee Beneficiary Association (VEBA), as authorized under



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Section 501 (c)(9) of the Internal Revenue Code, to provide health and welfare benefits to eligible School Nutrition members.

2. Employees who terminate employment during the school year must participate in the VEBA plan, provided such employee is eligible for a severance inducement benefit.

3. Under the terms of the parties' Master Agreement, eligible employees have earned a severance benefit (the "Benefit"). The District shall fulfill the Benefit obligation to the eligible employee (the "Member") by:

Contribution to a VEBA account of an amount equal to 100% of the Benefit

4. In order to participate in the VEBA, Members must sign the "Participation Agreement". The Agreement will require the member to verify that only eligible expenses will be submitted for reimbursement.

18.3 Health-Medical Insurance.

Employees eligible for the severance inducement benefit as established by this Article, who are between the ages of 55 and 65 (or the eligibility age for Medicare), may elect to participate in the hospital-medical insurance program, as established by Article 21.0 until the age of sixty-five (65) (or the eligibility age for Medicare). Employees electing to participate shall pay the full monthly premium cost of coverage (single or family) for which the employee is eligible and enrolled.

18.4 Post Severance Medical Fund.

The **EMPLOYER** will contribute \$3,600.00 each year of this agreement to the post-severance medical fund for employees that are eligible for health insurance as defined in Article 21.1 and that have completed 20 years of continuous service.

Eligible employees will receive up to \$100.00 per month into a VEBA account.

When the set aside amount is exhausted, it is gone. Any dollars not used would roll to the next fiscal year. The annual contribution amount is not an ongoing District commitment but will be negotiated with each master agreement.

ARTICLE 19 JURY DUTY

Employees called for jury duty shall be compensated for the difference between the jury duty stipend and the employee's regular compensation not to exceed thirty normal working days. Upon the completion of service, the employee shall present evidence of fees and expenses received for such service. The fees received for service on a duty day, excluding travel and reasonable meal expense shall be refunded to the employer



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by personal check.

ARTICLE 20 TRANSFER

Employees may be transferred by the Director to meet the food service needs of the district.

ARTICLE 21 INSURANCE

21.1 Health-Medical Insurance.

School Nutrition Employees shall be eligible for health medical insurance benefits in accordance with the following:

21.11 In 2018-2019 and 2019-2020, the District will contribute an amount equal to the cost of the monthly single premium for full time employees electing either the HOOP or Low Deductible single plans. Full time employees electing HOOP family coverage will receive a monthly contribution equal to 65% of the HOOP family premium cost and full time employees electing Low Deductible family coverage will receive a monthly contribution equal to 55% of the Low Deductible family premium cost. In 2018-2019 and 2019-2020, employees electing HOOP single or family coverage will receive an annual VEBA contribution of \$1,800 and employees electing Low Deductible single or family coverage will receive an annual VEBA contribution of \$600.

21.12 High time shall be eligible to participate in the district health insurance program and shall be responsible for all premium cost for the elected coverage.

21.13 Premium cost in excess of the Employer's contribution established in 21.11, 21.12, and 21.13 shall be paid by the individual employee through payroll deduction.

21.14 Managers, supervisors, high time, and full time employees shall be eligible to select dependent coverage and shall be responsible for all premium costs for the elected dependent coverage.

21.15 Part time employees who are regularly scheduled less than twenty (20) hours during a normal scheduled work week, Light Duty Employees and Casual employees shall not be eligible to enroll in health-medical insurance.

21.16 The acceptance of the health-medical program is voluntary on the part of eligible employees; however, no additional compensation will be provided to eligible employees who choose not to participate.



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21.17 Employees who retire at the age of fifty-five (55) years or older may continue to participate in the health-medical program for which they are eligible and enrolled to age sixty-five (65). The full premium cost shall be paid by the employee.

21.2 Dental Insurance.

School Nutrition Employees shall be eligible for dental insurance benefits in accordance with the following:

21.21 In 2018-2019 and 2019-2020, the District will contribute an amount equal to the cost of the monthly single premium amount for employees electing either single or family dental coverage.

An eligible full-time employee may purchase a family dental plan by paying the difference between the single and family premium. Such payments will be made by payroll deduction.

21.22 High time employees shall be eligible to participate in the district dental insurance program and shall be responsible for all premium costs for the elected coverage.

21.3 Life Insurance.

The life insurance program will provide term insurance for eligible full and high time employees subject to the conditions as agreed upon between the Employer and the insurance carrier.

21.31 During the first ten (10) years of continuous employment, the District will provide term life insurance in an amount to the nearest \$1,000 of eligible employee's estimated annual income.

21.32 After ten (10) years of continuous employment the amount of coverage shall be an amount to the nearest \$1,000 of twice the eligible employee's estimated annual income.

21.33 After twenty (20) years of continuous employment the amount of coverage shall be an amount to the nearest \$1,000 of three times the eligible employee's estimated annual income.

21.34 The Employer will pay the monthly premium cost of the life insurance program for full and high time employees.



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21.35 The acceptance of the life insurance program is voluntary on the part of eligible employees; however, no additional compensation will be provided eligible employees who choose not to participate.

21.4 Long-Term Disability Insurance.

The Employer will provide a long term disability insurance program for full and high time employees.

21.5 Duration.

Employer contributions shall terminate as of an employee's last date of employment for all established insurance programs as defined and specified in Articles 21.0.

21.6 Flexible Benefit Plan.

The Employer will offer a flexible benefit plan to School Nutrition Employees pursuant to the provisions of Section 125 of the Internal Revenue Code. This plan will provide a system whereby School Nutrition Employees may elect to allocate monies from their salary to be used for the purchase of medical, vision, dental and child care expenses.

21.7 TSA Match

All employees are eligible to participate in the District's 403(b) elective deferral program. Full time employees working 30 or more hours per week who participate in the District's 403(b) elective deferral program are eligible to receive a matching fund contribution. The Employer will match up to \$500.00 per year for full time employees who participate. The matching funds will be paid on the June 30th payroll.

ARTICLE 22 LAY-OFF/WORK REDUCTION

22.1 In the event that revenue does not meet established budget minimums, employees may be scheduled for fewer hours or temporarily laid off, at the discretion of the Director in order to meet budgetary needs of the department.

22.2 In the event of over staffing, budget reductions, or for any other operating needs of the Employer, employees may be permanently laid off at the discretion of the Director. Such a lay-off will be by employment classification based on (1) ability to perform available work, (2) work performance, and (3) seniority (which is defined as length of continuous service with the Employer).

ARTICLE 23 HOLIDAYS

23.1 All full time and high time employees will be eligible to receive six (6) days during the work year that will be considered paid holidays based upon the school calendar as adopted by the School Board.



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23.2 Part time employees, Light duty employees and Casual employees will not be eligible to receive paid holidays.

23.3 The holidays observed will be Thanksgiving (two (2) days), New Year's Day (one (1) day), President's Day (one (1) day), Memorial (one (1) day), and Labor Day (one (1) day).

23.4 If an employee is asked to work on an observed holiday listed in section 23.3, all hours will be compensated at double time of their regular hourly rate.

23.5 If an employee meets the vacation eligibility criteria in the previous fiscal year as established in Article 17 AND the employee provides service in all 12 months of the previous fiscal year, the employee will be eligible for a stipend payment equivalent to one (1) day of pay at the employee's current rate of pay for the employee's regularly scheduled number of hours per day. This stipend will be paid on the August 30th payroll each year.

ARTICLE 24 ADDITIONAL ASSIGNMENTS

24.1 The acceptance of additional work assignments will be considered a condition of employment for all employees. All employees will accept additional work assignments when such assignments are made.

24.2 In an event an additional work assignment in their job classification requires a "split" workday, or performance of duties on a Saturday or Sunday, School Nutrition employees will be compensated at their regular hourly rate plus \$2.00 per hour. A "split" workday shall be defined as a minimum separation of two (2) hours of unpaid time between the employee's normal workday and recall to the additional assignment. All additional work assignments must be approved by the Director.

24.3 Additional work assignments scheduled immediately prior to or after an employee's workday or during workshop week will be compensated at the employee's basic hourly rate.

24.4 Additional work assignments shall not include those that are for catering and/or concession department.

24.5 Employees assigned to a higher employment classification, and who perform the duties and responsibilities of the higher classification, for five (5) or more consecutive workdays will be compensated at the higher classification basic hourly rate for all hours worked in the higher classification.

ARTICLE 25 DISCIPLINE



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25.1 All employees, who have completed their probationary period, are subject to discipline for just cause.

25.2 Discipline may include any of the following actions based on the severity of the cause: Verbal Warning, Written Warning, Suspension, or Termination.

ARTICLE 26 POSTING OF OPENINGS

26.1 Notice of openings for employment classifications covered by this agreement will be posted in all buildings for a period of at least five (5) calendar days. All postings will include wages and estimated job duration. Current positions will be posted if a change of hours results in a new employment status. Temporary positions of three months or less in duration and part time temporary positions will not be posted. All temporary positions which become regular positions will be posted.

During non-school days, all job postings will be posted on the District website for at least five (5) calendar days.

26.2 All applicants will be evaluated based on qualifications, abilities, work performance, and seniority (defined as length of continuous service in classification of employment). No applicant will be considered who does not meet the minimum qualifications of an opening.

26.3 Final selection of an applicant will be made by the Director or Assistant Director who will confer with the Supervisor where the opening occurs.

26.4 Employees will be considered for openings in employment classifications based on written application. Selection by the Director shall be based on work performance, length of service with the district, and the recommendation of the supervisor in the school in which applicants are employed. Placement on the salary schedule will be based upon the achieved experience increment and appropriate classification at the time of promotion.

26.5 HSNE employees who provide a referral to the Director or Assistant Director of School Nutrition that results in a successful hire of a new staff member AND the new staff member remains employed past their probationary period will be eligible for a referral bonus. The bonus amount will be \$100 per successful referral as described above. This \$100 bonus will be paid on the payroll directly following the completion of the referred staff member's probationary period unless the payroll run has already locked at which point the bonus will be paid on the next payroll. Employees are responsible for 1. Submitting the referral **in writing** to the Director or Assistant Director via email or interoffice mail (Failure to submit the referral in writing will result in ineligibility for



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the bonus) and 2. Requesting the \$100 bonus payment, **in writing** via email or interoffice mail to the Director or Assistant Director once the referred staff member has completed their probationary period.

26.6 Summer opportunities in employment classifications will be based on written application. Selection by the Director shall be based on work performance, length of service with the district, and the recommendation of the supervisor in the school in which applicants are employed. Placement on the salary schedule will be based upon the achieved experience increment and appropriate classification at the time of promotion.

ARTICLE 27 LEAVE OF ABSENCE

27.1 In the event it is necessary for an employee to be absent from work for reasons other than those established by 12, 13, 14, 15, 16 or 17 a written request for an unpaid leave of absence must be made at least thirty (30) calendar days prior to the effective date of the leave.

27.2 Requested leaves shall be granted only when such leave would not affect the operation of the food service program, is recommended by the Director, and is approved by the School Board.

27.3 During an unpaid leave of absence employees will earn no compensation or benefits established by this policy.

27.4 Employees who are absent without an approved leave of absence will be considered to have resigned by the District.

27.5 When an employee returns from a leave of absence, they will have the opportunity to return to a vacancy for which the employee is qualified. Qualification and assignment placement shall be determined by the Employer and be the sole responsibility of the Employer. Employees must provide timely notice to the Employer of the employee's request for the placement and specify for which vacant position the employee is requesting placement.

ARTICLE 28 GRIEVANCE PROCEDURE.

28.1 A grievance, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of this AGREEMENT. The following procedure is established for the purpose of resolving such grievances with equity and dispatch.

28.2 It is recognized and accepted by the EMPLOYER and the HSNE that the processing of grievances as hereinafter provided is limited by the job duties and



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responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with employee duties and responsibilities. The Representative involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the Representative and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the programs of the EMPLOYER.

28.3 Grievances shall be resolved in conformance with the following procedure.

Step 1. Upon the occurrence of any alleged violation of the AGREEMENT, the employee involved shall attempt to resolve the matter on an informal basis with the employee's immediate supervisor and/or the program Director. If the matter is not resolved to the employee's satisfaction by the informal discussion it may be reduced to writing and referred to Step 2 by the HSNE. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the AGREEMENT violated, and the relief requested. Any alleged violation of the AGREEMENT not reduced to writing by the HSNE within ten (10) calendar days of the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2. Within ten (10) calendar days following receipt of a grievance referred from Step 1, the Human Resources Employment Specialist, or designee, shall meet with the employee and the HSNE Representative and attempt to resolve the grievance. Within ten (10) calendar days following this meeting the Human Resources Employment Specialist or designee shall reply in writing to the HSNE stating the EMPLOYER's answer concerning the grievance. If, as a result of the written response the grievance remains unresolved, the HSNE may refer the grievance to Step 3. Any grievance not referred in writing by the HSNE to Step 3 within ten (10) calendar days following receipt of the Human Resources Employment Specialist's answer shall be considered waived.

Step 3. If the grievance remains unresolved, the HSNE may within ten (10) calendar days after the response of the Human Resources Employment Specialist or designee, by written notice to the EMPLOYER, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the EMPLOYER and the HSNE within ten (10) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10) calendar day period, either party may request the Bureau of Mediation Services (BMS) to submit a panel of five (5) arbitrators. Both the EMPLOYER and the HSNE shall have the right to strike two (2) names from the panel. The party to strike the first name will



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be determined by the flip of a coin. The process will be repeated and the remaining person shall be the arbitrator.

28.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue submitted in writing by the EMPLOYER and the HSNE, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the EMPLOYER, the HSNE, and the employees.

28.5 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the HSNE, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

28.6 If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the HSNE may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the HSNE.



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This policy shall be effective as of the date adopted by the School Board and remain in effect through June 30, 2020.

AGREED to this 19th day of February, 2019 and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives of the EMPLOYER and the HOPKINS SCHOOL NUTRITION EMPLOYEES:

FOR THE EMPLOYER

Chair of the Board

Superintendent of Schools

Director of Business Services

Assistant Superintendent

Human Resources Employment Specialist

Director of School Nutrition

HOPKINS SCHOOL NUTRITION EMPLOYEES

Representative

Representative

Representative

Representative

Representative

Representative



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Memorandum of Understanding (MOU) Additional Consideration for Vacation Eligibility

This Memorandum of Understanding is entered between the Hopkins Public Schools 270 (hereinafter referred to as the “School District”) and the Hopkins School Nutrition Employees (hereinafter referred to as “Employees”).

The School District and the Employees recognize that the Vacation eligibility criteria as established in Article 17 of this agreement requires exceptions in some limited circumstances. As a result, the School District and Employees agree that if an employee does not meet the eligibility requirements outlined in Article 17, they may be granted vacation benefits by mutual agreement between the School District and Employees. The Labor Management Committee will establish parameters for granting this approval outside of the criteria in the contract in their regularly scheduled annual meetings.