
Master Agreement

Between

**Independent School District 14
School Board
Fridley, Minnesota**

And

NUTRITIONAL SERVICES EMPLOYEES

July 1, 2017 through June 30, 2019

Fridley Independent School District 14
2015-2017 Master Agreement
Nutritional Services Employees
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THIS AGREEMENT, made and entered into as of the first day of July 2015, by and between the School Board of Independent School District 14 of Anoka County, Minnesota, hereinafter referred to as the Employer and School Service Employees Union, Local 284, hereinafter referred to as the Union.

ARTICLE I RECOGNITION AND DUES CHECK-OFF

Section 1. Purpose

The employees herein classified of the Employer (Nutritional Services Employees) have elected to bargain collectively with their employer for said purpose a majority of same have affiliated themselves as members of the Service Employees International Union, Local 284, and have chosen said Union to bargain collectively in their behalf for wages, hours of employment and working conditions.

For the purpose of carrying out the intentions of the parties, it is mutually agreed upon as follows:

Section 2. Recognition

Recognizing that the Union is required by the provisions of the Minnesota Public Employees' labor Relations Act ("PELRA") to be the sole bargaining representative for employees of the bargaining unit covered by this Agreement, the School Board hereby agrees that it will not recognize or negotiate with any other person, association group, committee or entity other than the Union with respect to terms and conditions of employment. The bargaining unit shall exclude certain part-time employees, temporary employees, confidential employees, supervisory employees and essential employees, as defined under PELRA.

Section 3. Obligation

The Employer shall not enter into any agreement with Union Members individually or collectively which in any way conflicts with the terms and provisions of this Agreement, nor shall the employer discriminate against an employee because of membership in the Union. In consideration of the recognition herein granted, it is further agreed that during the life of the Agreement there shall be no strikes, stoppage or slowdown of work so long as the term and provisions of the Agreement are adhered to by the Employer. Neither the Employer nor the Union, its agents, officers, or representatives shall instigate any attempt to breach the Agreement, nor shall the Employer at any time instigate a lockout against the Employees.

The District shall make available to the Union a bargaining unit list of employees, including name, address, phone number, work hours, work location, position, wage schedule placement, date of employment, and work e-mail address.

Section 4. Authority of School Board

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Fridley School Board or in any way abridging or reducing authority. Except as limited by the provisions of this Agreement, the Fridley School Board and/or its administrators has the sole responsibility for the direction of the work force, including the right to hire, transfer,

discharge and discipline for proper cause. In addition, the work to be performed, the location of the work, the method and processes are the responsibility of the Board and/or its administrators.

Section 5. Union Dues

The District shall deduct union dues from members' payroll checks upon receipt of written authorization signed by the employee or receipt of online signup with digital signature, subject to any and all limitations and restrictions under state and federal law. Dues will be remitted to Local 284's business office at 450 Southview Boulevard South St Paul, MN 55075 not later than the 20th of each month.

Section 6. Fair Share Deduction

In accordance with the Public Employees Labor Relations Act (PELRA), for services rendered by the exclusive representative, if the Union provides the District and the unit employees advance written notice of the amount of the fair share fee for employees who are not members of the Union, as required under Minn. Stat. § 179A.06, subd. 3, the District shall deduct fair share fees from the payroll checks of such employees and transmit the fees to the Union.

Under PELRA, the amount of fair share fees may not exceed 85% of the regular membership dues for Union members, and the Union is solely responsible for determining the amount of fair share fees. In the event an employee or an aggrieved person files a challenge to fair share fees, the deductions will be held in escrow by the District pending a decision by the Commissioner of the Bureau of Mediation Services.

This Section is subject to any and all limitations and restrictions under state and federal law.

Section 7. Anniversary Date

For purposes of determining eligibility for an experience increment wage increase, step advancement and District 403b plan, each employee's anniversary date will be adjusted to July 1 of the calendar year in which he/she was hired. If an employee's actual hire date is between July 1 and December 30, the anniversary date will occur July 1 of that school year. If an employee's actual hire date is between January 1 and June 30, the first anniversary will occur July 1 of the next school year. Examples follow:

Hiring date: January 1, 2006 through December 31, 2006

Anniversary Date July 1, 2006 (step 1 2006-2007 school year)

Step Advancement, first anniversary – July 1, 2007 (step 2 2007-2008)

District 403 (b) plan contribution – July 1, 2010

Experience Increment – July 1, 2016

Hiring date: January 1, 2007 through December 31, 2007

Anniversary Date July 1, 2007 (step 1 2007-2008 school year)

Step Advancement, first anniversary – July 1, 2008 (step 2 2008-2009)

District 403 (b) plan contribution – July 1, 2011

Experience Increment – July 1, 2017

ARTICLE II SALARY SCHEDULES AND WORK ASSIGNMENTS

**Sections 1 and 2. Wage Schedule, Certification Pay and Experience Increments:
See Attachment A**

Section 3. Step Placement

Each employee shall be given credit for previous years of employment in School District 14. New employees to Fridley ISD 14 may be hired up to step three based upon previous food service experience.

Section 4. Certification

SUBD. 1. All new employees will be required to complete a designated school food service fundamentals and sanitation/safety courses within one (1) year of employment. The Director of Nutritional Services will define the necessary coursework to fulfill this requirement. All courses must be pre-approved. The district will reimburse the employee for the cost of the pre-approved coursework under this subdivision once the employee has provided documentation of successful completion.

SUBD. 2. Once certified, all employees must maintain and keep certification current or may be subject to discipline. Failure to meet the renewal deadline will result in the suspension of certification pay. It is the employee's responsibility to pay for certification.

SUBD. 3. An employee promoted to a higher pay grade must obtain the requisite certification within one year of promotion. The district will provide the cook manager a one-time stipend of \$350 once the employee has provided proof of certification.

Section 5. Paychecks

Employees will be paid on a semi-monthly basis.

Section 6. Overtime

Overtime rate will be time and one-half. Overtime will be paid in accordance with the Fair Labor Standards Act. Overtime will be paid at the rate of double-time for all hours worked on a call back on Saturday, Sunday or holidays.

Any employee who replaces a cook manager or prep cook shall be paid at the cook manager or prep cook rate.

Section 7. Minimum Hours

Any work period shall be a minimum of two hours.

Section 8. Work Breaks

Work Breaks will follow Federal Labor Laws. In the event a situation arises that delays or does not allow a work break, then the missed break time shall be submitted on a timesheet, subject to

overtime, where applicable. Employees will need to have prior approval from the Director of Nutritional Services or Designee to work through their breaks.

Section 9. Uniform Allowance

\$250 annually in each year of the contract for all employees who have successfully completed their probation period. This reimbursement may be used for the purchase of work shoes and clothing. The uniform must be approved by the Director of Nutritional Services and worn at all times while on the job. Reimbursement for current year uniform expenses must be submitted by March 31st of each year for payment.

Section 10. 125B Plan

A 125B Plan will be provided for all employees.

Section 11. Workshops

The School District will pay for all employee expenses to those who attend the summer workshops or schools.

Section 12. Extra-curricular Functions

Whenever nutritional services employees are needed to provide services outside of the regularly scheduled school day, the option to work the extra hours will be offered first to the building kitchen manager, next to building assistant managers, then, offered to other kitchen managers, and thereafter, to the most qualified employee as determined by the Director of Nutritional Services. Nutritional services employees will be paid for a minimum of two and one half (2.5) hours for extracurricular functions and shall be paid at 1.5 times the employee's hourly rate.

Whenever the food service facilities are used there must be a cook present during the part of the event that involves food preparation, the serving of food and the kitchen clean up. Any food service employee who must clean up or perform other duties related to the usage will receive additional hourly compensation for all time required to restore the kitchen to proper conditions for school meal service.

Section 13. Work Time Modifications

Any increase or decrease of time to a given position that will affect benefit eligibility other than sick leave, will be considered an elimination of the old position and creation of a new, vacant position, and will be posted accordingly.

SUBD. 1. Starting times and shifts will be determined at the beginning of the school year and will not change unless meal participation or scheduling changes in student schedules occur within the building. Any changes to a work schedule must be approved by the Nutritional Services Director.

SUBD. 2. Once a shift is established, at least two (2) weeks notice shall be given before a change. All changes in work site location or work week and shift hours shall be open for bids. Any affected employee shall have the right to bump a less senior employee.

Section 14. New Employee Training

A new or transferred employee shall be trained in by an existing employee in a like position to the position she/he is hired to do for a period of up to two weeks as the Head Cook in the affected kitchen deems necessary, subject to consultation with the Director of Nutritional Services.

ARTICLE III INSURANCE

Section 1. Medical Contribution

The district's contribution toward health insurance shall be the same as the rate negotiated for the teaching staff of the district unless agreed otherwise and listed below. Coverage is for all Nutritional Services employees of the School District who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

A. Employees working six hours or more per day:

Single	100% of the second highest plan
Employee plus one	81% of the base plan
Family	74% of the base plan

B. Five (5) hours per day, but less than six (6) hours per day:

Single	100% of the second highest plan
Employee plus one	Individual coverage cost (employee will pay the difference between the individual cost and the employee plus one cost).
Family	Individual coverage cost plus \$75.00 (the employee will pay the difference between the individual cost plus \$75.00 and the family coverage cost.)

C. Four (4) hours per day, but less than five (5) hours per day:

Single	Prorated based on the employee's weekly assigned hours divided by 25
Employee plus one	Individual coverage cost (employee will pay the difference between the individual cost and the employee plus one cost).
Family	Individual coverage cost plus \$75.00 (the employee will pay the difference between the individual cost plus \$75.00 and the family coverage cost.)

Health insurance changes apply upon ratification

Section 2. Dental Insurance

The School District shall pay the total premium for individual coverage for employees working 25 hours or more per week.

Section 3. Long Term Disability

The District will provide a long-term disability insurance plan for employees working 20 hours or more providing a benefit of 70% of the basic annual salary in the event of disability caused by sickness or accident. The waiting period for this benefit shall be 60 consecutive calendar days. Participation in the plan is mandatory for all qualified employees and the premium for the plan will be paid by the employee through payroll deduction. An hourly wage adjustment will be made to compensate for the deduction of the Long Term Disability premium.

Section 4. Life Insurance Contribution

Effective July 1, 2011, the District will provide a group term life insurance policy on the life of all employees working 20 hours per week or more in the amount of \$50,000.

ARTICLE IV LEAVES OF ABSENCE

Section 1. Sick Leave

SUBD.1. All permanent Nutritional Services Employees shall be eligible for sick leave benefits. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness which prevented attendance and performance of duties on that day or days. Eligible employees will earn sick leave at a rate per month equal to the average hours worked per day for a maximum of ten (10) days per annum. Unused sick leave can be carried forward. A certificate from a physician may be required to substantiate the need for this leave. Earned sick leave may be used for illness or injury of relatives pursuant to MS 181.9413 but must at least include the following individuals: brother, sister, mother, father, spouse, domestic partner, child, in-laws, grandparents, or grandchildren.

SUBD.2. In the event of illness of more than three (3) consecutive work days, the District will require an employee to furnish a medical certificate from a qualified physician or surgeon as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay and/or return to work.

SUBD. 3. Those employees hired after July 1, 1990 and after they have accumulated 50 days of sick leave, shall have the right to turn in any additional unused sick leave, at a rate of \$10.50 per hour or the Base Sub Pay Rate; whichever is higher (up to 5 normal work days per year) for any sick leave earned. The district will make all payments to the employees 403(b) account. Prior to May 1, employees must notify the district of the number of days they wish to turn in.

Section 2. Personal Leave

Two days of personal leave per year for personal business and emergencies, a transaction, hearing, or consultation which requires the presence of the staff member during working hours, and which would be impossible to fulfill at any other time. Emergency leave will not be approved for absence resulting from weather conditions and their effect on transportation. Requests for personal leave must be submitted to the staff member's supervisor in writing two days in advance, except in emergency cases. The reason for the personal leave will be stated unless it is of a very private nature. All requests must have the approval of the Superintendent of

Schools. Personal leave days may accumulate to five (5) days. Personal leave days cannot be used the first and last two weeks of the school year, except in emergency or once in a life time situations subject to the approval of the Director of Human Resources.

Section 3. Child Care Leave

See District policy.

Section 4. Jury Duty

During a period of jury duty an employee shall receive his/her normal pay, but the stipend received from the jury duty shall be surrendered to the School District.

SUBD. 1. Subpoena Leave An employee who is subpoenaed for a school-related issue shall be granted the necessary leave required without any salary deduction or loss of basic leave allowance.

Section 5. Emergency School Closing

In the event school starts late or is closed early due to inclement weather or other emergency situations, Nutritional Services employees will be paid for their normal work assignment. On such days, their work assignments will be determined by their immediate supervisor. In the event school is canceled due to inclement weather or other emergency situations, Nutritional Services employees will be paid for two (2) days per fiscal year for their normal work assignment.

Section 6. Bereavement

SUBD.1. An employee shall be granted five (5) days bereavement leave per occurrence due to the death of a member of the immediate family. The immediate family includes spouse, child, parent, sibling, grandchild, in-laws of the same degree and regular members of the immediate household. This leave shall be deducted from sick leave benefits. Additional bereavement leave may be granted at the discretion of the Superintendent or designee.

SUBD. 2. An employee shall be granted three (3) days bereavement leave per occurrence due to the death of a member of the family. The family includes niece, nephew, aunt, uncle, grandparent, in-laws of the same degree and others as approved by the Superintendent or designee. This leave shall be deducted from sick leave benefits. Additional bereavement leave may be granted at the discretion of the Superintendent or designee.

ARTICLE V HOLIDAYS

Employees covered by this Agreement will be paid for the following holidays when school is not in session: Labor Day, Thanksgiving Day and day following, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, and Memorial Day. In order to be eligible for holiday pay, an employee must have worked the assigned work day before and after the holiday unless the employee is on approved sick leave or emergency leave. In the event school is scheduled for a listed holiday an alternate day will be granted. The specific day shall be mutually agreed upon by the School District and the employee.

ARTICLE VI PROBATION, POSTING DISCHARGE, AND DISCIPLINE

Section 1. Probationary Period

All new nutritional services employees shall work a probationary period, which shall consist of ninety (90) working days with an evaluation to occur no later forty-five (45) working days into the probationary period. A new employee shall not be considered permanent until the employee has served the probationary period, the District's Designee has conferred with the employee's site supervisor, and the employee has been accepted by District's designee. Subsequent to that period the employee shall attain permanent status and be discharged only for just cause.

In addition to the initial probationary period an employee transferred or promoted to a different classification shall serve a new probationary period of 60 working days with an evaluation to occur no later than thirty (30) working days into the new probationary period in any new such classification. During this 60 working day probationary period if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to the former classification. The employee will have the rights to the position held before transfer or promotion.

For purposes of this section, a working day shall be defined as an actual day worked and shall not include any days taken as leave for any reason.

Section 2. Job Posting

All vacancies shall be posted for a period of five working days. Postings will include starting date, benefits eligible for, location of duty assignment, hours per day, days per year, job description, position band and grade and hourly rate of pay. Interested parties shall submit written indication of interest via indicated method. The District shall give first consideration to current qualified employees, when hiring for positions within the Nutritional Services Unit, then consider outside applicants.

Any senior applicant not granted a position has the right to request the reasoning behind the administration's rejection of his/her application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job openings.

The District shall schedule interviews within seven (7) working days of the date of the posting closing or the deadline for response. The position will be assigned to the most qualified applicant.

A notification will be sent to the candidate selected for the position and to the appropriate supervisor and the steward.

Any senior applicant not granted a position has the right to request through the Union Steward, the reasoning behind the administration's rejection of his/her application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings.

Section 3. Progressive Discipline/Discharge

A disciplinary action will be taken against an employee only for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline.

1. Oral reprimand
2. Written reprimand
3. Suspension with pay
4. Suspension without pay
5. Discharge

Employees who are subject to above actions shall have the right to the grievance procedure.

SUBD. 1. The District shall discuss with the Employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

SUBD. 2. An employee shall be entitled to have a representative of the Union present in the event that she/he is being reprimanded, warned or disciplined for any infraction of rules and delinquency in professional performance. If an employee requests representation, no action shall be taken with respect to the matter until a representative of the Union is present, provided that the representative is available in a timely manner so as not to delay the action.

Section 4. Personnel Files

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of that person.

SUBD 1. No written material of an employee's conduct, service or character shall be placed in her/his personnel file unless the employee has been given prompt written notice.

SUBD 2. As provided by law, employees shall be entitled to submit a written response to any material placed in their personnel file or seek expungement of any material through the grievance procedure.

SUBD. 3. Employees shall have the right upon request to review the contents of their personnel file and to receive a copy of any and all documents contained therein.

Section 5. Layoff/Recall

In the event of abolition of a position, shortage of work for funds or other reasons outside the control of the employer, employees in this unit will be subject to the following:

- A. When a specific position will be discontinued, or when an employee's hours are reduced, affected employees shall have the following rights and obligations:
 1. Shall be able to replace a less senior person in the same or lower classification.
- B. No new employee shall be employed by the District to work in any classification while qualified employees are laid off.

- C. A laid off employee must notify the District in writing of any changes in address in order to be notified of job openings.
- D. Employees on layoff shall retain re-employment rights for a period of 18 months from date of layoff.
- E. All positions will be posted. Job postings will be sent by mail to persons on the layoff list.
- F. Persons on the layoff list may apply for any open position. Written application must be received in the office of the Director of Nutritional Services within 14 calendar days of the posting date when school is not in session and 5 working days when school is in session.
- G. The most senior qualified applicant shall be awarded the position.

Section 6. Seniority

The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of layoff and recall of employees. Employees with the least continuous service shall be laid off first. If any opening subsequently occurs in the District, the employee with the most seniority shall have the first choice to be re-hired.

Section 7. Seniority List

Seniority Date: An employee's seniority date will be the employee's first day of service. (New employees must complete the probationary period as defined in this agreement.) If two or more employees hold the same seniority date and the tie must be broken, seniority ranking for those employees shall be determined by random drawing of names. Each affected employee may attend the drawing or send a representative. The first name drawn shall be the most senior, and so on until all names are drawn.

Annual Posting of List: The District will publish and post a seniority list each year no later than October 1 and will provide a copy to the Union Steward(s) and to each employee in the bargaining unit. Any employee whose name appears or should appear on the seniority list shall have 21 days from the date of the posting to request a change in the list. If no request for change is made, the list will be deemed accurate for the remainder of the year, except that modifications may be made due to the employee terminations or new hires.

Section 8. Unpaid Leave of Absence

When an employee has been granted a leave of absence by the School Board, she shall suffer no loss of seniority or job rights.

ARTICLE VII GRIEVANCE PROCEDURE

Definitions and General Provisions

- A. A “*grievance*” is defined as a dispute between an employee or group of employees and the District regarding the interpretation of or adherence to the terms and/or provisions of the Agreement.
- B. *Representatives:* Either party, employee(s) or School District, may be represented during any step of the grievance procedure by any person or agent designated by such party.

- C. *Days:* In this procedure, a “day” is defined as a scheduled working day, which means a day the employee regularly scheduled to work excluding Saturdays, Sundays, legal holidays, or holidays contained within this Agreement.
- D. *Extension of Time Limits:* Time limits specified in this procedure may be extended or waived by mutual agreement.
- E. *Computation of Time:* In computing any period of time prescribed or allowed by this procedure, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.
- F. *Filing and Postmark:* The filing or service of any notice or document shall be timely if it bears a postmark of the United States mail within the time period.
- G. *Time Limitation and Waiver:* Failure to file or appeal any grievance within the time periods prescribed in this procedure shall constitute a waiver of the grievance.
- H. *Responses to Grievances:* In responding to a grievance at any step, the District representative shall issue a written decision to the employee(s) with the grievance, the union steward, and the union business agent.

Step 1. The employee(s) concerned shall first attempt to resolve the grievance informally with the Director of Nutritional Services. If the parties do not reach an agreement regarding the grievance, the employee(s) may submit the grievance in writing to the Director of Educational Services within ten scheduled working days of the date of occurrence or the date on which the employee(s) learned of the occurrence, whichever is later. Within five days of receipt, the District shall respond in writing to the grievance. If the parties fail to agree or the Director of Personnel fails to adjust the grievance within five days after the written grievance is received, the employee(s) may appeal it to Step 2.

Step 2. The employee(s) may appeal the grievance to the Superintendent or designee within 5 days after the employee(s) receive the written response to Step 1. If the parties fail to agree or the matter has not been adjusted within 5 days after the grievance has reached Step 2, the employee(s) may appeal to Step 3.

Step 3. A Petition for Mediation may be filed within twenty (20) days with the State of Minnesota, Bureau of Mediation Services (BMS), to attempt to adjust the grievance. After each mediation session, the District representative(s) shall respond in writing to the grievance. If the parties cannot resolve the dispute within a reasonable time, the mediator shall declare a grievance impasse. If a grievance impasse has been declared, the dispute may then be appealed to Step 4.

Step 4. Arbitration Procedures

SUBD. 1. Request. A request to submit a grievance to arbitration must be in writing and such request must be sent to the office of the Superintendent and to the BMS within ten days following the day the employee(s) receive the written response to Step 3 of the grievance procedure.

SUBD. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

SUBD. 3. Selection of Arbitrator. The party appealing the grievance shall request a list of arbitrators from the BMS. Upon receiving the list, the parties shall alternately strike arbitrators' names from the list until only one name remains. The parties shall determine which party will strike the first name by coin toss or other method of the parties' choice. The last remaining arbitrator shall hear the grievance.

SUBD. 4. Submission of Grievance Information. Upon appointment of the arbitrator, the appealing party shall, within five days after notice of appointment, forward to the arbitrator, with a copy to the Superintendent, the submission of the grievance which shall set forth the nature and basis of the grievance. Additional information shall be provided at the arbitrator's request.

SUBD. 5. Hearing. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall be a hearing denovo.

SUBD. 6. Decision. The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

SUBD. 7. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested shall be borne by the party requesting the transcript.

SUBD. 8. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein; nor

shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation with the legal limitations surrounding the financing of such operations.

**ARTICLE VIII
MATCHING ANNUITY AND SEVERANCE**

Section 1. Matching Annuity

Effective no later than July 1, 2001, an eligible employee may participate in the District’s matching annuity program as provided in M.S. 356.24, subd. 1(5) ii, subject to the provisions contained in this Article.

Section 2. Eligibility

In order for an employee to be eligible to participate in the matching annuity plan, the following criteria must be met.

SUBD. 1. Employees working at least 5 hours per day shall receive the full contribution.

SUBD. 2. Employees working four (4) or more hours per day but less than five (5) hours per day shall receive a prorated district contribution.

Section 3. District Contribution

The maximum annual District contribution shall be based on matching an employee’s contribution per the following:

SUBD. 1. Employees hired after July 1, 1990 will be eligible for the following amounts:

	2017-18	2018-19
Zero (0) through Three (3) years in Fridley	\$ 0	\$ 0
Four (4) through Nine (9) years in Fridley	\$1,525	\$1,725
Ten (10) through Fourteen (14) years in Fridley	\$1,650	\$1,850
Fifteen (15) years to Nineteen (19) years in Fridley	\$1,775	\$1,975
Nineteen plus (19+) years in Fridley Public Schools	\$1,900	\$2,100

SUBD. 2. The District will contribute an amount equal to the employee’s requested annual contribution up to the maximum amount listed in this Section.

SUBD. 3. The District contribution will begin when the employee initiates an eligible investment program. The amount of the District’s contribution will not to exceed the benefit schedule set out in Subd. 1 above.

SUBD. 4. An employee may elect to contribute to the selected program more than the district match. This Article only defines the limits of the district's participation in the selected program.

SUBD. 5. The district match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

SUBD. 6. When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.

SUBD. 7. All provisions of this Article are subject to applicable code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b), but not subject to the Grievance Procedure at Article VII.

SUBD. 8. All qualified insurance companies authorized by the Minnesota State Board of Investment will be eligible to receive the employer match.

SUBD. 9. Contributions cannot be retroactive to the previous calendar year.

SUBD. 10. The District's maximum lifetime contribution shall be no more than \$33,000

Section 4. Severance/Annuity Phase-In

SUBD. 1. Employees hired prior to July 1, 1990 qualify for both the provisions of Article VIII including the retiree insurance program and the Matching Annuity Plan described in this Article. At the time of retirement, the accumulated district matching contributions will be subtracted from the earned early retirement severance benefit.

Section 5. Severance

After a written resignation is accepted by the School District for an employee who has; (15) years of service to the Fridley Public Schools, is at least 55 years of age, and was employed by the School District prior to July 1, 1990, the employee shall be eligible for severance pay pursuant to the provisions of this section.

SUBD 1. Time spent on unpaid leave of absence will not count toward severance pay.

SUBD 2. The amount of severance pay shall be based on the employee's daily basic salary rate during the last year of service and shall not include any additional compensation for extra-curricular activities, extended employment or other extra compensation

SUBD 3. Eligible employees shall receive payment up to a total of 100 days of unused accrued sick leave.

SUBD 4. Severance pay shall not be granted to any employee who is proposed for and discharged for just cause by the School District.

SUBD 5. Employees will receive the first payment in the year in which they resign and the second payment in January of the next calendar year.

SUBD 6. If an employee dies before all or a portion of the payments have been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

SUBD 7. An employee who retires pursuant to this Section shall be eligible to continue participation in the District's group medical hospitalization, dental, and group life insurance plans. The district will contribute to the cost of the medical plan only according to the schedule below.

Employees working six or more hours per day for 75% or more of the years worked.	100% of the Single Premium (Classic Choice plan)
Employees working six or more hours per day for 40% or more of the years worked.	85% of the Single Premium (Classic Choice plan)
Employees working at least 4 hours but less than 6 per day for 30% of the years worked.	60% of the Single Premium (Classic Choice plan)

In any event, the amount of district contribution to a retiree's medical insurance premium will not exceed \$5,400 per year times the percentage of contribution for which the retiree qualifies (\$4,590 for an 85% contribution and \$3,240 for a 60% contribution). Further, the employee's right to continue participation in such group medical insurance will be discontinued upon the employee reaching eligibility age of FICA/Medicare, or after 10 years, whichever occurs first.

The employee may participate in all other insurance programs of the District on a self-pay basis subject in each case to the approval and terms of the insurance carrier. It is the responsibility of such an employee to make arrangements with the school business office to pay to the School District the remainder of the monthly premium amounts in advance and on such dates as determined by the School District. The employee's right to continue participation in such group insurance, however, will be discontinued upon the employee reaching eligibility age of FICA/Medicare, or if the employee becomes eligible for insurance benefits through re-employment prior to eligibility age of FICA/Medicare. Re-entry of an employee who terminates coverage shall be subject to the approval and terms of the insurance carrier.

SUBD 8. If the School District should receive any reimbursements for the severance plan, all such reimbursements shall be the property of the School District.

Section 6.

If there is any judicial or administrative decision, which deems any part of this article illegal or unconstitutional, the affected section becomes null and void and becomes subject to re-negotiation.

**ARTICLE IX
MISCELLANEOUS**

Section 1. Retirement

As provided by law.

Section 2. Lunch

Nutritional Services employees will not be charged for their lunch.

Section 3. Custodial Functions

Normal custodial functions such as floor mopping/scrubbing/waxing/mat cleaning, vacuuming, trash and recyclable item removal will not be the responsibility of Nutritional Services employees.

Section 4. Physical Examinations

X-rays or Mantoux tests as required will be given at the expense of the District.

**ARTICLE X
DURATION**

THIS AGREEMENT shall be in force from July 1, 2017 through June 30, 2019 and shall continue as is from year to year unless either party shall notify the other in writing 60 days prior to expiration date of existing contract of their desire to re-open negotiations.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed in behalf of the parties.

School Service Employees
SEIU Local 284

As Representing The School Board Of
Fridley Independent School District 14,
Anoka County

By Keith Mann

By [Signature]

By Ben Nul

By Kimberly Simpson

By Nadine Tuff

Date 6/19/18

By Susan Baker

By _____

By _____

Date _____

2015-2017
ATTACHMENT A,
WAGE SCHEDULE, CERTIFICATION PAY, and EXPERIENCE INCREMENTS
 Fridley ISD 14 Nutritional Services Employees

Section 1. 2017-2019 Wage Schedule

Step advancement each year of the contract. All increases apply to individuals employed on date of ratification.

2017-18
Attachment A, Section 1
Wage Schedule Nutritional Services Employees

17-18 Wage Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Cook Manager-High School *	19.73	20.13	20.54	20.96	21.69
Cook Manager-Middle School *	18.59	18.97	19.36	19.76	20.45
Cook Manager-Elementary School *	17.28	17.63	17.99	18.36	19.00
Assistant Cook Manager	15.49	15.93	16.34	17.46	18.59
Prep Cook	15.29	15.72	16.14	17.26	18.39
Cook	13.45	14.10	14.74	15.81	16.89

2018-19
Attachment A, Section 1
Wage Schedule Nutritional Services Employees

18-19 Wage Schedule	Step 1	Step 2	Step 3	Step 4	Step 5
Cook Manager-High School	20.02	20.43	20.85	21.27	22.02
Cook Manager-Middle School	18.87	19.25	19.65	20.06	20.76
Cook Manager-Elementary School	17.54	17.89	18.26	18.64	19.29

Assistant Cook Manager	15.72	16.17	16.59	17.72	18.87
Prep Cook	15.52	15.96	16.38	17.52	18.67
Cook	13.65	14.31	14.96	16.05	17.14

* The salary schedule for 2017-18 has been restructured at the cook manager levels to (1) increase the starting wage and (2) reduce the gap between the starting and ending steps of the cook manager positions. Each cell was also increased 1.5% year 1 and 1.5% year 2.

Certification Pay

Level I Certification .30/hr
Level II Certification .45/hr
Level III Certification .55/hr
Level IV Certification .70/hr

Experience Increments

2017-2019
After 10 years .60/hr
After 15 years .65/hr
After 20 years .70/hr

