

MASTER AGREEMENT

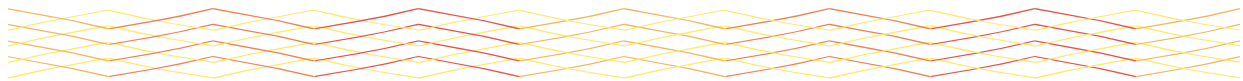
Between

**FRIDLEY INDEPENDENT SCHOOL DISTRICT 14
SCHOOL BOARD
FRIDLEY, MINNESOTA**

and

**CLERICAL, MEDIA CLERKS, HEALTH ASSISTANTS,
and TECHNOLOGY ASSISTANTS**

JULY 1, 2019 THROUGH JUNE 30, 2021



Fridley Independent School District 14
MASTER AGREEMENT
With Clerical, Media Clerk, Health Assistants, and Computer Assistants
2019-2021

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THIS AGREEMENT, made and entered into as of July 1, 2019 by and between the School Board of Independent School District 14 of Anoka County, Minnesota, hereinafter referred to as the Employer, and the School Service Employees Local 284, hereinafter referred to as the Union.

Article I Recognition and Dues Check-Off

Section 1. Purpose

Clerical, Media Clerk, Health Assistants, and Technology Assistants have elected to bargain collectively with their Employer for said purpose a majority of same has affiliated themselves as members of the Service Employees International Union, Local 284, affiliated with the Change to Win, and have chosen said Union to bargain collectively in their behalf for wages, hours of employment and working conditions.

Section 2. Recognition

The Employer recognizes and shall abide by the principles of collective bargaining as relating to wages, hours of employment and working conditions and further recognizes the Union as the sole and exclusive bargaining agency for all Clerical, Media Clerk, Health Assistants, and Technology Assistants in the Appropriate Unit, as defined in Article II Section 3, which excludes certain part-time employees, temporary employees, confidential employees, supervisory employees and essential employees.

Section 3. Obligation

The Employer shall not enter into any agreement with the unit members individually or collectively which in any way conflicts with the terms and provisions of this Agreement, nor shall the Employer discriminate against any 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 terms 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 School Board or in any way abridging or reducing authority. Except as limited by the provisions of this Agreement, the 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. Dues Check-Off

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 Saint Paul, MN 55075, not later than the 20th of each month.

Article II Definitions

Section 1. Employee

The term "employee" for the purpose of this Agreement means an employee who is Clerical, Secretarial, Health Assistant, Media Clerk or Computer Assistant.

Section 2. Terms and Conditions of Employment

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 3. Description of Appropriate Unit

For the purposes of this Agreement, the terms Clerical, Media Clerk, Health Assistants, and Technology Assistant shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees' bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year unless these positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year, and emergency employees.

Article III Wages and Work Assignments

Sections 1, 2, 3. See Attached Wage Schedules

Section 4. See Attached Experience Increments

Section 5. Work Schedule

All employees shall be notified in writing, in May prior to the end of the school year of their work schedule for the following year. The district may request an employee begin her/his work year earlier than the previously stated date, but may not require the employee to do so. The

notice to the employee will include, building, hours per day, days per year, position band and grade, and hourly rate. New employees will be informed that the contract is online and the Union Steward will be informed of the new hire.

Hours of work and starting times shall be determined by the District based upon student needs.

Subd. 1. Employees working above their classification (band and grade) for fifty percent (50%) or more of their regular workday shall receive in addition to their hourly wage a differential of \$1.00 per hour for the hours worked outside of their classification.

Section 6. Step Advancement

Employees will advance one step on the salary schedule on July 1. For purposes of determining eligibility for step advancement, each employee's anniversary date will be adjusted to July 1 of the calendar year in which she/he was hired. New employees to Fridley ISD 14 may be hired up to step three (3) based upon years of previous experience in a similar position.

Subd. 1. An employee's wage and step will not suffer due to job description changes due to banding and grading. Said employees shall be grandfathered into current wage until such time as the wage schedule catches up to their wage.

Section 7. Term of Employment

All classes may have their term of employment shortened or lengthened if mutually agreeable to the employee and the administration.

Section 8. Step Placement and Credit for Past Employment

All employees who are re-employed will be placed on the salary schedule on the same step they were on at the time they were laid off and retain all other rights and benefits accrued before layoff. If an employee resigns from employment with the School District and is rehired at a later date, the employee will be placed on the step or a higher step than they were on when they resigned. Employees entering the bargaining unit shall be placed on the wage schedule according to their total consecutive years of service with the District.

Section 9. Mileage

District mileage will be paid as allowed by the IRS.

Section 10. Overtime

The overtime rate will be one and one-half times the employee's regular hourly rate including all applicable differentials and overrides for all hours worked over forty (40) hours per week, and a minimum of two (2) hours paid at time and a half for call backs on a Saturday. An employee who works overtime will receive payment for the overtime, unless the employee and the employee's supervisor mutually agree that the employee will take compensatory time in lieu of overtime pay. Compensatory time must be used within two pay periods of when it was earned. Written documentation must be maintained by the building administrator/direct supervisor.

SUBD. 1. AN EMPLOYEE WILL BE COMPENSATED A MINIMUM OF TWO (2) HOURS AT TWO (2) TIMES THE HOURLY WAGE FOR CALLBACKS ON A SUNDAY OR HOLIDAY.

Section 11. IRS 125(B) Plan

An IRS 125(b) Plan is available for all employees.

Section 12. Paychecks

Employee will be paid on a semi-monthly basis. Each paycheck will represent the actual hours worked in the pay period for which the check is issued.

Section 13. Lunch Period

Employees shall be guaranteed a duty free lunch period.

Section 14. Workshops Staff Development

The school district will pay for all reasonable employee expenses to employees who are required by the school district to attend workshops, schools or meetings to maintain the necessary skills for the employee's position. Attendance at meetings, conventions, and workshops related to the employee's position will be granted without loss of pay provided that the time for attendance is approved in advance by the employee's Principal or Director. Any employee may be given the option to attend a workshop of the employee's choosing for self-improvement subject to the building principal's or the appropriate director's approval. The District will provide one half (1/2) day paid staff development training on the first grading day of the school year which is considered a normal work day.

Section 15. Emergency School Closing

In the event of an emergency school closing in which employees are instructed not to report to work, employees will be paid for up to two (2) days per incident for their normal work assignment. Employees who are instructed to report to work in an emergency closing situation will be paid their scheduled hours, in addition will be given an equal number of paid hours off or the hours worked will be paid at their overtime rate up to two (2) days per incident.

**Article IV
Insurance**

All employees working 25 hours or more per week and having a duty assignment of 120 or more days per year shall receive the following medical, life, and dental insurance benefits.

Section 1. Medical Contribution

Subd. 1. Coverage: The School District shall contribute the same amount as the rate negotiated for the teaching staff of the district.

Coverage is for all Clerical 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.

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

Subd. 2. Insurance buy-in: An employee who has ten (10) years of service in the Fridley Public Schools and is at least 55 years of age shall be eligible to continue participation in the District's group medical insurance plan as per MN Statute §471.61. All group medical insurance coverage options will be available to the employee. The employee will be responsible for all premium costs following resignation or retirement from the District. Insurance must be taken at the time of leave and must be continuous. 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 the employee to make arrangements with the school business office to pay to the School District 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 the eligibility age of FICA/Medicare. Once a person has decided to terminate participation in insurance programs, he/she will not be allowed to re-enroll.

Section 2. Life Insurance

The School District shall pay the total premium for a \$50,000 group term policy. Employees may purchase an additional amount at employee expense up to \$50,000 and pursuant to the master insurance policy.

Section 3. Dental Insurance

The School District shall pay the total premium of individual coverage.

Section 4. Long Term Disability Contribution

The District will provide a long-term disability insurance plan for employees working 20 hours or more per week 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 has been made to compensate for the deduction of the Long Term Disability premium.

Section 5. Claims Against the School District

Any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the

insurance policy purchased by the School District pursuant to this Article. The School District's only obligation is to purchase an insurance policy under the provisions of this Agreement and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of denial of insurance benefits by an insurance carrier.

Article V Leaves of Absence

Section 1. Sick Leave

All employees covered by this contract shall be eligible for sick leave benefits. Eligible employees will earn sick leave at a rate per month equal to the average hours worked per day. An entire year's worth of sick leave will be credited at the beginning of the year or at the beginning of an employee's employment and an employee may use any amount of sick leave credited. Probationary employees may use sick leave as earned until the end of the probationary period. An employee who terminates employment, having used but not yet earned sick leave at the 'one day a month' rate shall repay, from the employee's final check, any over-use of credited sick leave. 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, parents-in-law, grandparents, and grandchildren.

Subd. 1. 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 the bottom step of the employee's band and grade (up to 10 normal work days per year) for any sick leave earned. The district will make all payments to the employees 403(b) account. Prior to June 1, employees must notify the district of the number of days they wish to turn in.

Section 2. Bereavement

Subd. 1. An employee shall be granted up to five (5) days bereavement leave per occurrence on the determination of the employee due to the death of a member of the family. The family includes spouse, child, parent, sibling, grandchild, neice, nephew, aunt, uncle, grandparent, in-laws of the same degree, other parent of child and regular members of the immediate household. In extenuating circumstances, an employee can request approval from Human Resources for use of this benefit for an individual who is not listed above but who stands in the same relationship with the employee. This leave shall be deducted from sick leave benefits. Additional bereavement leave may be granted at the discretion of the Superintendent or designee.

Section 3. Personal Leave

All employees covered by this contract shall be eligible for 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. Personal leave will not be approved for absence resulting from weather conditions and its 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 employee's supervisor. Personal leave days are cumulative to 5 days and will be deducted from sick leave.

Section 4. Child Care Leave

All employees covered by this contract shall be eligible for child care leave as follows:

Subd. 1. An unpaid child care leave shall be granted by the School District subject to the provisions of this section. Child care leave shall be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd. 2. An employee electing child care leave shall inform the Superintendent in writing of intention to take leave at least three (3) calendar months before commencement of the intended leave. The commencement of leave shall be advanced to such time as may be necessary to accommodate premature birth.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement in lieu of seeking a child care leave pursuant to this section. An employee shall be eligible for only one of the options provided herein. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. The duration of such sick leave shall not exceed the period of actual physical inability to work. The definition, of disability shall be as reasonably determined by a licensed physician. As a condition of receiving sick leave payments, the employee may be required to subject to an examination by a physician designated by the District at District expense.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- a. Grant any leave more than twelve (12) months in duration.
- b. Permit the employee to return to his/her employment prior to date designated in the request for child care leave.

Subd. 5. An employee returning from child care leave shall be re-employed in the position or a similar position which was held at the commencement of the leave.

Subd. 6. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 7. The parties agree that the applicable periods of probation for employees as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that period of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 8. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of the Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence of child care leave.

Subd. 9. Provisions of this policy which apply after the birth of a child also apply following the adoption of a child.

Section 5. Unpaid Leave of Absence

All employees shall be eligible for a leave of absence. A leave of absence may be granted upon the approval of the School Board. Leaves may be granted up to 12 months. In all cases, the beginning date and the return date of the leave of absence must be approved by the School Board. All leaves of absence are to be granted without pay. The employee shall be returned to her/his former classification and the employee shall not lose her/his seniority rights except employees on leaves of absence shall accrue seniority for a total of twelve (12) months only.

Section 6. Jury Duty

All employees shall be granted the additional amount to make up full pay if required to serve on jury duty or subpoenaed for any court duty. The employee must submit the jury duty notification document to human resources prior to entering time off for jury duty. An employee must reimburse the district the full amount earned for the jury duty, less mileage, and provide documentation of the accompanying payment for jury duty.

Section 7. 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 8. Supplementation to Workers' Compensation Benefits

Subd. 1. An employee who is absent from work due to a work-related injury and is receiving workers' compensation benefits may elect, in writing, to supplement workers' compensation benefits by using his/her accrued sick leave and/or vacation leave in order to receive the full amount of his/her normal pay.

Subd. 2. If an employee elects to supplement workers' compensation benefits under Subd. 1, the amount of the employee's accrued sick leave or vacation leave shall be proportionately reduced in the amount of the supplemental pay. Elections will automatically cease when the employee's accrued sick leave and vacation leave have been exhausted.

Subd. 3. In no event shall an election to supplement workers' compensation benefits from accrued sick leave or vacation leave result in an employee receiving more than his/her normal daily, weekly or monthly pay.

Subd. 4. Employees must provide the documentation needed to determine the supplemental amount payable from accrued sick leave or vacation leave. Elections pursuant to this Section are valid only during periods in which the employee is receiving workers' compensation benefits.

Article VI Holidays and Vacation

Section 1. Holidays

Subd. 1. Twelve Month Employees.

Twelve month employees will be granted the following holidays (12 days):

Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day
Friday following Thanksgiving	Good Friday
Christmas Eve	Martin Luther King Jr. Day
Christmas Day	Memorial Day
New Year's Eve	Fourth of July

Subd. 2. Eleven Month Employees.

An eleven month employee is an employee who is paid for at least two hundred twenty-four (224) days, exclusive of holidays. Eleven month employees will be granted the following holidays (11 days).

Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day

Friday following Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Good Friday
Martin Luther King Jr. Day
Memorial Day

Subd. 3 Nine and Ten Month Employees.

Nine and ten month employees will be granted the following holidays (9 days).

Labor Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day

New Year's Day
Presidents' Day
Good Friday
Martin Luther King Jr. Day
Memorial Day

Each listed holiday shall be a holiday unless the district chooses to hold school on that day, in which case the school district shall establish another holiday that year in lieu of the listed holiday.

Subd. 4. Holidays falling on Sunday shall be observed on the following Monday, and those falling on Saturday, the preceding Friday.

Subd. 5. To be eligible for holiday pay, an employee must have worked either the regular work day before or after the holiday unless the employee is on approved paid leave.

Subd. 6. Religious Holiday Observance.

Two (2) recognized official religious holidays during the school year may be deducted from accrued sick leave, and a third day may be approved at the discretion of the Superintendent under the following conditions.

- a) Written application is made indicating religious day to be observed one (1) week in advance of the desired day of leave to the principal or supervising administrator.
- b) Such day is a scheduled work day.

Section 2. Vacation

Vacation will be credited at the beginning of the fiscal year or at the beginning of any employee's employment. An employee may use any amount of vacation credited. Probationary employees may use vacation as earned until the end of the probationary period. An employee who terminates employment, having used but not yet earned vacation time shall repay, from the employee's final check, any over-use of credited vacation. Employees hired after the beginning of the school year will be credited vacation days on a prorated basis.

Subd. 1. Twelve Month Employees.

Twelve month employees will be granted the following amounts of annual vacation with the indicated length of continuous employment with the District:

Start through five (5) years	10 days
After five (5) years	15 days
After eleven (11) years	18 days
After thirteen (13) years	20 days
After sixteen (16) years	23 days
After eighteen (18) years	25 days

For purposes of determining eligibility for vacation, each employee's anniversary date will be adjusted to July 1 of the calendar in which she/he was hired.

Subd. 2. Nine and Ten Month Employees.

Nine and ten month employees will be granted vacation as designated by the administration. If a new nine month employee resigns before completing a full school year of service, he/she shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check.

Nine and ten month employees will be granted the following amounts of annual vacation with the indicated length of continuous employment with the District:

Start of employment	10 days
Start of ten (10) years +	12 days

Subd. 3. Any employee who leaves the employ of the School District during the calendar year for any reason other than a voluntary quit without the giving of two weeks written notice shall receive vacation pay due immediately upon separation.

Subd. 4. Unused vacation time may accumulate to a maximum of ten (10) days. As of September 1 of each year, no clerical employee may have accumulated more than ten (10) days. Exceptions may be granted at the discretion of the Superintendent.

Subd. 5. Any employee may take vacation time while school is in session with prior approval from the employee's immediate supervisor.

Article VII

Probation, Discipline, Posting, Discharge, and Personnel Files

Section 1. Probation

All new employees shall work a probationary period which shall consist of one hundred twenty (120) calendar days of continuous service. A probationary employee may be discharged without recourse to the grievance procedure. Subsequent to the probationary period the employee shall 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 three months in any new such classification. During this three months' 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.

Section 2. Discipline

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.

Subd. 1. Progressive Disciplinary action may include the following:

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

Subd. 2. Whenever possible, 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. 3. Employee(s) 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 3. 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, an Employee shall be entitled to submit a written response to any material placed in their personnel file or to 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 4. Job Posting

Written notice of job openings of more than 30 working days duration shall be emailed to all employee's district email. The job posting will include the band and grade level assigned to the posted position. Applications of the interested parties should be submitted via the indicated method. The school district shall offer the position to the most senior qualified applicant for the position.

Candidate selection will not begin until the posting closes; positions will be posted for a minimum of 5 working days. Any internal candidates from the unit not granted a position has the right to request the reasons for rejection of his/her application with the intent being to increase or correct any qualifications that are lacking in order to be considered for future job openings.

Section 5. Job Elimination

The employer recognizes that the purpose of seniority is to provide declared policy as to the order of layoff and recall of employees. The employer shall meet with Union, in advance of any job elimination for the purpose of discussing the procedures to be followed. Seniority shall be determined by total years of continuous employment in the District. Senior employees may only displace less senior employees, if qualified.

Employees with the least seniority within a pay grade shall be laid off first.

Section 6. Affected Employees

For purposes of this section, employees whose positions are eliminated or reduced in hours below the level for which the incumbent is eligible for insurance shall be known as 'affected employees' and shall have recourse to this bumping process.

An affected employee will first be placed into a vacant bargaining unit position, if qualified, except that the affected employee has no obligation: to accept a vacant position below the employee's original pay grade, to accept a position which is more than 1 hour per day different than the employee's previous position, to accept a position which would disqualify the employee for insurance benefits if the employee was previously eligible, to accept a shorter work year, or to accept a position for which she/he is not qualified.

If no vacant position is available, the affected employee may accept layoff without bumping, or may displace the least senior employee in the affected employee's classification, if qualified, who is less senior than the affected employee and who holds daily hours of up to one hour more than the affected employee held before layoff. Any employee displaced may then either accept layoff without bumping or may use the above displacement procedure. If no position is available in an affected employee's classification, the bumping process will continue in each subsequently lower classification.

Section 7. Lay-Off List

When no further positions are available, or if the employee chooses not to use the bumping procedure, the employee will be placed on layoff status. An employee may retain layoff status for two (2) years from the date of layoff.

Section 8. Recall

The school district will notify all employees on layoff of any open position for whom the position is at or below the pay grade the employee(s) held at the time of layoff. The district will discuss with each employee, in order of seniority as needed, the requirements and qualifications for each job. Employees on layoff shall have automatic right of recall to any position, if qualified, at or below the employee's original pay grade which is up to 1 hour per day more than the employee's original position.

When an employee is on layoff, the employee also has no obligation to accept an open position below the employee's original pay grade, to accept a position which is more than one hour per day different than the employee's previous position, to accept a position which would disqualify the employee for insurance benefits if the employee was previously eligible, to accept a shorter work year, or to accept a position for which she/he is not qualified.

An employee on layoff may decline one (1) open position which is:

1. At the same pay grade the employee held at the time of layoff; and
2. No more than 1 hour per day different than the position the employee held at the time of layoff; and
3. Of a sufficient number of hours so the employee will be eligible for insurance benefits, if the employee were eligible before layoff; and
4. Scheduled for the same length of work year as the employee held at the time of layoff; and
5. A position for which the employee is qualified.

After declining one such position, the employee still retains layoff status with the right to recall. If an employee declines two (2) such open positions, the employee loses the right to recall.

When an employee is about to be laid off, if the employee declines an open position which is:

1. At the same pay grade the employee held at the time of layoff;
2. No more than 1 hour per day different than the position the employee held at the time of layoff;
3. Of a sufficient number of hours so the employee will be eligible for insurance benefits, if the employee were eligible before layoff; and
4. Scheduled for the same length of work year as the employee held at the time of layoff; and
5. A position for which the employee is qualified;

then the employee has declined one position.

If an employee who is about to be laid off declines to displace another person, that employee has not declined an open position and enters layoff with full recall rights.

Section 9. Scheduled Time Reduction

If there is a need for reduction to certain employees' scheduled work time (hours per day or days per year) within a job title, the reduction will be taken from the least senior person in the job title. If operational needs mandate that the least senior person's position cannot be the one reduced, the affected employee may displace the least senior person in the job title who is at or nearest to the amount of time for which the more senior person was scheduled.

Section 10. Seniority List

Subd. 1. 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.

Subd. 2. 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 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 employee terminations or new hires.

Article VIII

Matching Annuity and Severance

Section 1. Matching Annuity

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.

Section 3. District Contribution

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

Subd. 1. The following table is to be used to calculate the matching amount for each participating employee. The maximum annual District contribution shall be based on matching an employee's contribution per the following:

	2020-2021
Zero (0) through Three (3) years in Fridley	\$0
Four (4) through Nine (9) years in Fridley	\$2025
Ten (10) through Fourteen (14) years in Fridley	\$2150
Fifteen (15) years to Nineteen (19) years in Fridley	\$2275
Nineteen plus (19+) years in Fridley	\$2400

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 XIV.

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 \$50,000.

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; fifteen (15) years of service in 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.

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 Article shall be eligible to continue participation in the District's group medical hospitalization insurance plan and group life insurance. The District will pay the full cost of single coverage for those employees who have been twelve month employees for at least 75% of their years of service, and for 9/10 month employees who have worked more than 180 months. Otherwise the District will contribute 75% of the single coverage for all other eligible employees, including nine and ten month employees. The premium paid by the District after the employee retires will be capped at \$5,400 per year; any additional premium cost will be borne by the retiree. 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 become eligible for insurance benefits through re-employment prior 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 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 provision becomes null and void and becomes subject to re-negotiation.

Article IX Grievance Procedure

Definitions and General Provisions

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.

- 1. 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.
- 2. 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.
- 3. Extension of Time Limits:** Time limits specified in this procedure may be extended or waived by mutual agreement.
- 4. 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.
- 5. 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.
- 6. 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. Failure by the School District to respond within the time periods prescribed herein shall

constitute a denial of the grievance and the grievant(s) may appeal the grievance to the next step.

- 7. 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 appropriate immediate supervisor. If the parties do not reach an agreement regarding the grievance, the employee(s) may submit the grievance in writing to the Director of Administrative 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.

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 School Board, 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 X
Miscellaneous**

Section 1. Retirement

As provided by law.

Section 2. Physical Examinations

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

**Article XI
Duration**

THIS AGREEMENT shall be in force from July 1, 2019 through June 30, 2021, 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
Local 284, SEIU**

**As Representing the School Board
School District 14**

By _____

By _____

By _____

By _____

By _____

Dated _____

By _____

By _____

Dated _____

**2019-2021
Attachment A
CLERICAL, MEDIA CLERK, HEALTH ASSISTANTS, AND TECHNOLOGY ASSISTANTS
WAGE SCHEDULE**

Section 1. 2019-2020 Wage Schedule

B/G		A13	B21	B22	B23	B24
1		\$15.86	\$16.35	\$16.87	\$17.38	\$25.19
2		\$17.56	\$18.26	\$18.75	\$19.19	\$26.69
3		\$18.74	\$19.60	\$20.08	\$20.40	\$28.19
4		\$20.25	\$20.98	\$21.34	\$21.64	\$29.70
5		\$22.26	\$23.04	\$23.28	\$23.64	\$31.22
12 month employees will receive \$.30 per hour above schedule						

Section 2. 2020-2021 Wage Schedule

B/G		A13	B21	B22	B23	B24
1		\$16.09	\$16.60	\$17.12	\$17.65	\$25.57
2		\$17.82	\$18.53	\$19.03	\$19.47	\$27.09
3		\$19.02	\$19.90	\$20.38	\$20.71	\$28.41
4		\$20.55	\$21.29	\$21.66	\$21.96	\$30.14
5		\$22.60	\$23.39	\$23.63	\$24.00	\$31.68
12 month employees will receive \$.30 per hour above schedule						

Section 3. Experience Increments

Each employee will receive the following overrides effective July 1 after the employee has completed the indicated number of years of service. To determine eligibility for longevity pay, each employee's anniversary date will be adjusted to July 1 of the calendar year in which she/he was hired.

	2019-2021
After 10 years of service to the District	\$0.50/hour
After 15 years of service to the District	\$0.65/hour
After 20 years of service to the District	\$0.85/hour

**Article XI
Duration**

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School Service Employees

As Representing the School Board

Local 284, SEIU

School District 14

By  _____

By  _____

By _____

By  _____

By _____

Dated 4/21/2020

By _____

By _____

Dated 3-17-2020