



**Master Agreement**

**Between**

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

**And**

**NUTRITIONAL SERVICES EMPLOYEES**

**July 1, 2021 through June 30, 2023**

**Fridley Independent School District 14  
2021-2023 Master Agreement  
Nutritional Services Employees  
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**THIS AGREEMENT**, made and entered into as of the first day of July 2021, 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. 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, 2019 through December 31, 2019  
Anniversary Date July 1, 2019 (step 1 2019-2020 school year)  
Step Advancement, first anniversary – July 1, 2020 (step 2 2020-2021)  
District 403 (b) plan contribution – July 1, 2023  
Experience Increment – July 1, 2029

Hiring date: January 1, 2020 through December 31, 2020  
Anniversary Date July 1, 2020 (step 1 2020-2021 school year)  
Step Advancement, first anniversary – July 1, 2020 (step 2 2021-2022)  
District 403 (b) plan contribution – July 1, 2024  
Experience Increment – July 1, 2030

**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 placed on the salary schedule at the discretion of the School District.

#### **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 31<sup>st</sup> 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 base 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 base 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**

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 or injury 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. If the use of sick time is needed, absent an emergency or unexpected circumstance, employees will be expected to call-in their absence at least one hour prior to their assigned start time.

**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.

### **Section 2. Personal Leave**

One (1) day 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. 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 provided in the request. All requests must have the approval of the Director of Human Resources or designee. Personal leave days do not accumulate. 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. Personal leave is deducted from sick leave.

### **Section 3. Vacation Leave**

**Effective 7-1-2022** Two (2) vacation leave days shall be earned annually. Members of the Nutritional Services staff will receive their vacation allocation at the start of the school year. Vacation hours will be allocated based on the member's daily schedule and will be prorated based on days and hours worked in the assignment. A member planning to use a vacation leave day(s) shall notify their supervisor as early as possible, but in any event at least one (1) week in advance, except in cases of emergency. Vacation 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. Vacation days may accrue to a total of three (3). Vacation days not taken shall be paid by the District at the rate of \$30 per day provided written notice of intent to claim such pay is received by the District by May 1 or ten (10) days after notification of job elimination.

### **Section 4. Child Care Leave**

See District policy.

### **Section 5. 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.

**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 6. 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 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 they 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.

### **Section 7. Bereavement**

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, niece, 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.

**ARTICLE V  
HOLIDAYS**

Employees covered by this Agreement will be paid for the following nine (9) holidays when school is not in session:

- |                                   |                             |
|-----------------------------------|-----------------------------|
| Thanksgiving Day                  | New Year's Day              |
| Friday following Thanksgiving Day | Martin Luther King, Jr. Day |
| Christmas Eve                     | Good Friday                 |
| Christmas Day                     | Memorial Day                |
| New Year's Eve                    |                             |

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 eligibility, 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. Employees must complete their probationary period before applying for another nutritional services position.

Any internal 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 as soon possible after the posting closing. The position will be assigned to the most qualified applicant.

A notification will be sent to the candidate selected for the position.

### **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 without pay
4. 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 via the indicated method.
- F. Persons on the layoff list may apply for any open position. Application must be received electronically using the online system before the posting closes.
- 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 in the staff portal. 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, they 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 Human Resources 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 Human Resources 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:

	<b>2021-2022</b>	<b>2022-2023</b>
Zero (0) through Three (3) years in Fridley	\$ 0	\$ 0
Four (4) through Nine (9) years in Fridley	\$1925	\$2025
Ten (10) through Fourteen (14) years in Fridley	\$2050	\$2150
Fifteen (15) years to Nineteen (19) years in Fridley	\$2175	\$2275
Nineteen plus (19+) years in Fridley Public Schools	\$2300	\$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 VII.

**SUBD. 8.** A list of approved financial services companies is available on the district website.

**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.**

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, 2021 through June 30, 2023 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 Shelly Johnson

By [Signature]

By [Signature]

By [Signature]

By Susan Baker

Date 4/19/2022

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

Date April 19 2022

**2021-2023**  
**ATTACHMENT A,**  
**WAGE SCHEDULE, CERTIFICATION PAY, and EXPERIENCE INCREMENTS**  
 Fridley ISD 14 Nutritional Services Employees

**Section 1. 2021-2023 Wage Schedule**

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

**2021-2022**  
**Attachment A, Section 1**  
**Wage Schedule Nutritional Services Employees**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Cook Manager-High School *</b>	21.43	21.98	22.53	23.08	23.63
<b>Cook Manager-Middle School *</b>	20.19	20.74	21.29	21.84	22.39
<b>Cook Manager-Elementary School *</b>	18.77	19.32	19.87	20.42	20.97
<b>Assistant Cook Manager</b>	17.05	17.90	18.75	19.60	20.45
<b>Prep Cook</b>	16.83	17.68	18.53	19.38	20.23
<b>Cook</b>	15.37	16.22	17.07	17.92	18.77

**2022-2023**  
**Attachment A, Section 2**  
**Wage Schedule Nutritional Services Employees**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Cook Manager-High School</b>	21.75	22.31	22.87	23.43	23.98
<b>Cook Manager-Middle School</b>	20.49	21.05	21.61	22.16	22.72
<b>Cook Manager-Elementary School</b>	19.05	19.61	20.17	20.73	21.28
<b>Assistant Cook Manager</b>	17.31	18.17	19.03	19.90	20.76
<b>Prep Cook</b>	17.08	17.95	18.81	19.67	20.53
<b>Cook</b>	15.60	16.46	17.33	18.19	19.05

**Certification Pay**

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

**Experience Increments**

**2021-2023**

After 5 years	.50/hr
After 10 years	.60/hr
After 15 years	.65/hr
After 20 years	.70/hr

