

For an explanation or interpretation of  
the contract call your Association or  
the Labor Relations and Benefits  
Department.

## MASTER AGREEMENT

Between

the

Anoka-Hennepin Independent School District No. 11  
Anoka, Minnesota

and

Child Nutrition Assistants of District No. 11  
Minnesota School Employees Association

Regarding Terms and Conditions of Employment for  
Anoka-Hennepin Independent School District No. 11

July 1, **2018** through June 30, **2020**

## ARTICLE I

### PURPOSE

The purpose of this Agreement is to encourage and increase orderly, constructive and harmonious relationships between the employer and the Cafeteria Personnel; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the employer and the Union pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the "PELRA").

## ARTICLE II

### RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION: In accordance with the PELRA the School Board recognizes the Minnesota School Employees Association (hereinafter referred to as the "Union") as the exclusive representative for the Cafeteria Personnel employed by the School Board of Independent School District No. 11, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

SECTION 2. APPROPRIATE UNIT: The Union shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 1, of this Agreement and the PELRA and in certification by the Bureau of Mediation Services.

## ARTICLE III

### DEFINITIONS

SECTION 1. DESCRIPTION OF APPROPRIATE UNIT: For the purpose of this Agreement, the term Cafeteria Personnel shall mean all Child Nutrition employees of Independent School District No. 11 - Anoka-Hennepin, Coon Rapids, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding supervisory and confidential employees.

SECTION 2. BOARD AND THE UNION: The terms Board and Union shall include authorized officers, representatives and agents, and each reserves the right to act hereunder by designated representatives.

SECTION 3. TERMS AND CONDITIONS OF EMPLOYMENT: Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits and the employer's personnel policies affecting the working conditions of the employees.

SECTION 4. OTHER TERMS: Terms not defined in the Agreement shall have those meanings as defined by the PELRA.

## ARTICLE IV

### SCHOOL BOARD RIGHTS

SECTION 1. INHERENT MANAGERIAL RIGHTS: The exclusive representative recognizes that the Board is not required to meet and negotiate on matters of inherent managerial policy, which 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 structures and selection and direction and number of personnel.

SECTION 2. MANAGEMENT RESPONSIBILITIES: The exclusive representative recognizes the right and obligation of the Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligations to provide educational opportunity for the students of the school district.

SECTION 3. EFFECT OF LAWS, RULES AND REGULATIONS: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Board and shall be governed by State Law, and by the Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to State Law. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be without force or effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management functions not expressly delegated in this Agreement are reserved to the Board.

## ARTICLE V

### EMPLOYEE RIGHTS

SECTION 1. RIGHT TO VIEWS: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not

designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

SECTION 2. RIGHT TO JOIN: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of the employment for employees of such unit with the Board.

SECTION 3. DUES CHECK OFF AND FAIR SHARE FEES: The Union shall have the right to request and be allowed dues check-off **for employees who are members** pursuant to **applicable state and federal law. The employer, upon notification by the exclusive representative of such employees, is obligated to check off the fee from the earnings of the employee and transmit the same to the exclusive representative.**

**Any dispute as to the validity of a specific deduction shall be solely between the Union and the individual employee. The Union warrants that it will indemnify and hold harmless the employer and any of its agents from any and all actions which any organization or employee may have, or claim to have, now or in the future, arising out of or by reason of the deduction or lack thereof.**

SECTION 4. INFORMATION: The Union shall be entitled to use the district mail distribution service for distribution of Union material free of charge. This privilege shall not be used for any political activities. A mailbox will be made available at each worksite for Union materials. The Union shall be provided such information and records as are necessary for the proper enforcement of this Agreement.

SECTION 5. USE OF FACILITIES: Upon District approval, and subject to its facility use guidelines, the Union may use school facilities during non-work hours for Union meetings with appropriate bargaining unit employees.

SECTION 6. PRIVILEGES UNDER PELRA: All Cafeteria Personnel in the school district shall enjoy all of the privileges and responsibilities granted to them under the provisions of the PELRA.

SECTION 7. OUTSIDE ACTIVITY: No exercise of any right of citizenship or any religious or political activity of any Union member shall be grounds for disciplinary or discriminatory action with respect of the employment of such member. It is expressly recognized that the private and personal life of any member is not within the concern of the Board, providing that it does not interfere with the education program of the Board, or the performance of duties.

SECTION 8. DISPLACEMENT: The District shall determine the number of positions and hours within each building. In the event there is a reduction of full-time positions within a building for the following school year, Child Nutrition personnel will be displaced in the following manner:

Subd. 1. Full-time Employees

- a. Child Nutrition employees who are declared displaced from their building shall be placed in a vacant position in another building or, if a vacant position does not exist, shall have bumping rights of the least senior employee. In the event a vacant position does not exist, Child Nutrition employees will also have the right to accept lay off in lieu of exercising their bumping rights to another position.
- b. To the extent possible, employees to be displaced shall be given two weeks notice.

Subd. 2: Part-time employees

- a. Part-time employees may have hours reduced or be subject to terminations at the District's discretion.
- b. To the extent possible, in the event of a reduction of part-time positions, part-time employees shall be terminated in seniority order.
- c. Part-time employees shall not have bumping rights.

SECTION 9. LAYOFF: The District shall determine the number of positions and hours within each building. In the event there is a reduction of full-time positions within the District for the following school year, Child Nutrition personnel will be laid off in the following manner:

Subd. 1. Full-time Employees

- a. Full-time Child Nutrition Assistants shall be laid off in seniority order. Child Nutrition employees will also have the right to accept lay off in lieu of exercising their bumping rights to another position.
- b. To the extent possible, employees to be laid off shall be given two weeks notice.

Subd. 2: Part-time employees

- a. Part-time employees may be subject to terminations at the District's discretion.
- b. In the event of a reduction of part-time positions, part-time employees shall be terminated in seniority order.
- c. Part-time employees shall not have bumping or recall rights.

Subd. 3. Probation Employees

- a. Probation employees will be terminated before any regular employees will be terminated.
- b. Probation employees will not have recall rights.

Subd. 4. Building Responsibility

If temporary layoffs occur because of another unit's strike, the Child Nutrition Site Supervisor of the building shall be in charge of closing/continuing the operation of the facility at the direction of the Child Nutrition Director.

SECTION 10. RECALL:

Subd. 1. Reemployment of all full-time Child Nutrition Assistants shall be subject to the following conditions:

- a. Rights of recall to full-time vacancies shall continue only for a period of two (2) school years from the date of layoff.
- b. All full-time employees shall be reemployed in the inverse order in which they were laid off. In the event of more than one opening, the District may implement a process for selection based on seniority. Employees have the right to reject one job offer. Rejection of a second job offer will result in removal of name from layoff list and a relinquishing of rights of reemployment.
- c. An employee who is reinstated as provided above shall have all rights and benefits previously earned restored. Seniority shall be retained but will not accumulate during this absence.
- d. The employer shall notify the employee of an opening by registered letter mailed to the last known address of the employee.
  1. Employees notified during the school year shall have seven (7) calendar days to inform the District of acceptance or rejection of the offer. If the Employee accepts the offer, the employee must be available within fourteen (14) calendar days of the date of notification.
  2. Employees notified during the summer months shall normally notify the District of acceptance or rejection of the offer within two weeks of notification.

SECTION 11. EMPLOYEE DISCIPLINE:

Subd. 1. Shall not be disciplined, reprimanded, or reduced in rank or compensation without just cause.

Subd. 2. Normal discipline will be prescribed in the following manner:

- a. Verbal warning
- b. Written warning
- c. Temporary suspension without pay

d. Termination

Subd. 3. Extreme instances may require immediate termination.

Subd. 4. Employees shall be shown and have the right to respond to any evaluation and/or negative information placed in the district personnel file. This process shall take place within ten working days of the document's placement in the file.

## ARTICLE VI

### WORKING HOURS

SECTION 1. WORK YEAR: The normal work year shall be in accordance with the school calendar as adopted by the School Board, subject to modifications by the Child Nutrition Director to meet the needs of the District.

SECTION 2. WORKING HOURS: Work day shall be specified by the Child Nutrition Director consistent with the needs of the District.

SECTION 3. EMERGENCY CLOSING:

Subd. 1. All schools closed for the entire day due to inclement weather or other emergencies:

- a. Those employees who are needed shall report to work. The work performed shall be paid an additional straight time rate or compensatory time off at a later date.
- b. Those employees who are not required to work shall not be reduced in compensation.

Subd. 2. Delayed start - Lunch to be served. Employees shall report to work for their normal duty day. Employees shall be paid for hours worked only.

Subd. 3. School closings during the day due to unforeseen emergencies:

- a. In these instances the principal/supervisor shall have the authority to retain or dismiss as he/she sees fit. There shall be no loss in pay.

## ARTICLE VII

### COMPENSATION

SECTION 1. SALARY: The salaries and rules in Appendix A, attached hereto, shall be a part of this Agreement.

SECTION 2. PAYCHECKS: Paychecks will be issued electronically by direct deposit on pay dates as determined by the District Payroll Department, but no less than twice a month. If the

normally scheduled payday occurs on a holiday, reasonable effort will be made to issue paychecks on the last working day before the holiday.

SECTION 3. MILEAGE: Any employee who is directed by a supervisor to use a private vehicle for any assigned task shall be reimbursed at the prevailing rate of the district, upon submitting the proper forms. This shall not apply to workshops used for certification or renewal, as well as the district wide fall workshop. The Director of Child Nutrition may authorize mileage payment in certain instances.

SECTION 4. OVERTIME: When employees work beyond forty (40) hours per week, employees shall be paid at the rate of time and one-half the employee's regular hourly rate of pay for each hour worked over forty (40) hours per week. For purposes of this section, paid holidays shall be considered compensable hours of work. School Child Nutrition employees shall be paid time and one-half to prepare and serve meals on week-ends. Effective July 1, 2004, school Child Nutrition personnel that volunteer to prepare, and/or serve additional meals outside of regular scheduled hours such as evening catering or non-student days during the week will be paid an additional stipend of three dollars (\$3.00) per hour and a minimum of two (2) hours.

SECTION 5. CLOTHING ALLOWANCE: Uniforms -- The School Board will provide a \$110 maximum uniform/shoe allowance per regular employee. If employees are unable to obtain shoes from the District's vendor, employees may purchase shoes, for reimbursement, from other sources.

## ARTICLE VIII

### INSURANCE

ELIGIBILITY: Child Nutrition Assistants who are employed as permanent full-time (6 hours a day or more) during the school year shall receive the following individual benefits paid by the district:

SECTION 1. HOSPITALIZATION-MEDICAL-MAJOR MEDICAL INSURANCE--The School District provides hospitalization insurance through a policy carried by the School Board for all full-time staff members.

Subd. 1. Single Contribution: **Effective September 1, 2018**, the School Board shall contribute up to **six hundred fifty-four dollars (\$654.00)** per month of the premium for single coverage for full-time employees who qualify for and are enrolled in the School District group health and hospitalization plan.

Subd. 2. Family Contribution: **Effective September 1, 2018**, the School Board shall contribute up to **one thousand one hundred fifty dollars (\$1,150.00)** per month for full-time benefit eligible and enrolled employees towards the premium for family coverage. Thereafter, the District contribution will increase by the same dollar amount as the negotiated increase in single coverage.



Subd. 3. **Dual Spouse Contribution:** Effective September 1, 2018, if both married spouses work full time for the District and both are benefit eligible, then the District shall contribute up to **one thousand eight hundred fifty dollars (\$1,850.00) per month toward the premium for family coverage.**

Subd. 4. **Any additional cost of the premiums shall be paid by the employee via payroll deductions.**

SECTION 2. INCOME PROTECTION INSURANCE: The District will pay the full cost for Income Protection for all eligible employees.

SECTION 3. TERM LIFE INSURANCE: A \$30,000 term life insurance policy will be paid by the District for all eligible employees.

SECTION 4. DENTAL INSURANCE: The District shall contribute **up to eighty dollars (\$80.00)** per month towards the premium of dental insurance for eligible and enrolled employees. **Any additional cost of the premium shall be paid by the employee via payroll deductions.**

SECTION 5. FLEXIBLE SPENDING ACCOUNT: The District shall set up a flexible benefit account in accordance with the Anoka-Hennepin Flexible Benefit Plan for each eligible and enrolled employee in the bargaining unit subject to IRS rules and regulations. Each employee who participates may choose to participate in the uninsured unreimbursed medical and/or dependent care spending accounts.

#### SECTION 6. WORKERS' COMPENSATION

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' Compensation.

Subd. 3. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 4. In no event shall additional compensation paid to the-employee by virtue of sick leave result in the payment of total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

## ARTICLE IX

### HOLIDAYS

SECTION 1. All employees shall have ten (10) paid holidays on a pro-rata basis and at assigned hours per day. These holidays shall coincide with the school year calendar and will normally be Labor Day, two (2) days at Thanksgiving, two (2) days at Winter Break, New Year's Day, President's Day, two (2) days designated to represent spring break, and Memorial Day. If Martin Luther King Day is observed as a School District holiday for employees with no additional work day as a replacement, employees will receive eleven (11) paid holidays.

SECTION 2. To be eligible for holiday pay, an employee must work the duty day prior to and following the paid holiday; pre-approved paid absences for emergency/personal leave or sick leave will be considered as excused absences and applicable as a duty day worked.

## ARTICLE X

### LEAVES OF ABSENCE

SECTION 1. SICK LEAVE: Sick leave will be earned at the rate of twelve (12) prorated days per school year based on assigned hours per day accrued on a per pay day basis based on the student contact year of employment and they will be allowed to accumulate to an unlimited number of days. Sick leave may be used for personal illness or injury; serious illness or injury of the employee's immediate family or on account of death of a member of the immediate family. The immediate family shall include spouse, children, parents, siblings, grandparents, grandchildren, and in-laws of similar degree of relationship. Circumstances of unusual nature may receive special consideration and in accordance with District guidelines.

SECTION 2. EMERGENCY LEAVE/PERSONAL LEAVE: Three (3) non-cumulative personal leave days deducted from sick leave shall be granted each year at the child nutrition assistant's discretion; child nutrition assistants with ten (10) years or more seniority shall be granted one (1) additional personal leave day. Child nutrition assistants may request personal leave days on a first requested, first granted basis at least five (5) days in advance, except in emergency situations. A request is a filed, signed personal leave request form. Principals/Supervisors have discretion to approve or deny requests based on established limits on the number of child nutrition assistants who may take personal leave on any given day. Guidelines for building/program limitations include the following:

Subd. 1: Personal leave requests during the first five (5) days of the school calendar year or the last five (5) days of the student calendar year.

Subd. 2: No more than 7% of child nutrition assistants may use personal leave on the same day.

Subd. 3: Personal leave requests on Mondays (Tuesday of Memorial week-end) or Fridays, commencing on May 1<sup>st</sup> and continuing until the end of the school year.

Subd. 4: Personal leave requests adjacent to a scheduled break or to requests for unpaid days off.

Subd. 5: In cases where two or more child nutrition assistants submit their request at the same time and the building/program limitations would be exceeded, District wide seniority would be used to break the tie (the most senior child nutrition assistants shall be granted leave).

Circumstances of unusual nature may receive special consideration upon application to the Labor Relations and Benefits Department using the official form.

SECTION 3. MATERNITY LEAVE OF ABSENCE: Maternity leave of absence will be granted in accordance with the following regulations:

Subd. 1: Within ninety (90) days of learning of pregnancy, the employee shall provide a doctor's statement to her supervisor confirming pregnancy and anticipated delivery date.

Subd. 2: A "Request for Maternity Leave of Absence" shall be submitted to her supervisor addressed to the Employee Services Department at least ninety (90) days before the anticipated delivery date.

Subd. 3: The Superintendent of Schools or designee shall consider the employee's ability to perform the job assignment, and the wishes of the employee, in determining the starting date for the leave of absence. Notice of the leave will be forwarded to the employee and her supervisor.

Subd. 4: A maternity leave is defined as the period of time of disability and shall not normally exceed thirty (30) working days. A child care leave is defined as the period of time an employee intends for the convenience and comfort of the employee as well as the care of the child. Maternity/child care leave shall normally be no longer than a maximum of twelve (12) weeks per year. The return date shall be aligned with the beginning of school/fiscal/program calendar needs.

Subd. 5: Employees on leave shall have the district contribution of health insurance continued by the District in accordance with District FMLA policies and guidelines.

District seniority shall accumulate during the leave of absence.

An employee may choose to use earned sick leave for the regular duty days she is disabled up to and including thirty (30) days, upon submitting written request to the Labor Relations and Benefits Department. This disability shall begin no later than the first day of birth.

Subd. 6: Circumstances of unusual nature may receive special consideration.

Subd. 7: Employees returning from maternity leave shall return to the same position; in the event the position no longer exists, the provision of Article V, Section 8 shall apply.

#### SECTION 4. FAMILY/MEDICAL LEAVE:

An employee will be eligible for family medical leave in accordance with state and federal statute.

#### SECTION 5. ADOPTION LEAVE:

A father, following the birth of his child, or a mother and/or father following the adoption of a child may use up to seven (7) days sick leave. The leave must commence within the first twelve months of the birth or adoption.

#### SECTION 6. JURY DUTY:

Employees called for jury service shall serve without loss of pay. Full salary will be paid by the school district but compensation received for the jury service shall be returned to the school district.

### ARTICLE XI

#### RETIREMENT

For Employees hired on or after July 1, 2014, the sick leave severance in Section 1 of this Article is not available.

SECTION 1. RETIREMENT SEVERANCE: Employees who are immediately eligible to receive a state retirement pension upon retirement, have ten (10) years seniority in the district, and notify the District of intended retirement and provide the District with no less than two (2) months advance notice shall qualify for up to 103 unused sick leave days times their daily rate of pay (including seniority stipend but not certificate and other stipends) in retirement severance compensation.

Subd. 1. A severance payment shall be made in one lump sum upon retirement to the District's Special Pay Plan in accordance with the Anoka-Hennepin plan and federal rules and regulations. Deductions, such as state and federal income tax, social security or PERA shall be made only as required by law. If the retiree dies before the severance payment has been made, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.

Subd. 2. An employee eligible for retirement severance as established by this Article and enrolled in the District Health and Dental insurance program may elect to continue to participate in the District's Health and Dental insurance program. The value of sick leave not paid under Section 1 of this Article for insurance benefit eligible and enrolled employees shall be allocated to the Health Care Savings Plan for the individual employee in accordance with the Plan provisions.

Subd. 3. This section shall not apply to any employee who is discharged for cause by the School District.

SECTION 2. 403(b): The School District will contribute up to \$1,500 per year toward a matching 403(b) tax-sheltered annuity for all benefit eligible full-time Employees with one-year's seniority as of July 1. Effective July 1, 2017, the School District match will be up to \$2,000 per year. The maximum individual lifetime matching contribution by the District shall be **\$40,000**.

For Employees hired prior to July 1, 2014, each dollar contributed by the School District toward the matching 403(b) shall reduce the retirement severance payment, as set forth in Section 1 of this Article, based on unused sick leave by the same dollar amount.

## ARTICLE XII

### GRIEVANCE PROCEDURE

#### SECTION 1. DEFINITIONS:

Subd. 1. A grievance is any controversy between the Board and the Union or between the Board and an employee or group of employees as to:

- a. Interpretation of this Agreement.
- b. A charge of violation of this Agreement.
- c. An alleged violation involving wages, hours or working conditions.

Subd. 2. Employee is an employee or employee organization that is certified as appropriate unit.

Subd. 3. First Level Supervisor shall mean the Child Nutrition Site Supervisor, Building Principal, or the designee.

Subd. 4. Second Level Supervisor shall mean the person to whom the first level supervisor reports.

Subd. 5. Days shall be considered "working" days as defined for the employee except at the end of the school year. The days in this instance shall be week days.

SECTION 2. PROCEDURE: Grievances as defined in Section 1 shall be settled in the following manner and the steps set forth must be followed in the order listed within the time limits prescribed:

Step 1. The grievance shall be orally presented to the employee's first level supervisor within ten (10) days after employee knew or should have known of violation. No settlement in this Step 1 shall be made in violation of the "written contract." If a settlement is not reached within two (2) days after oral presentation to the first level supervisor the grievance shall be reduced to writing on a form No. G-1 with a clear statement of the issues involved. This shall be presented to the First Level Supervisor

who shall promptly transmit the written grievance to the General Counsel for handling in accordance with Step 2.

Step 2. The General Counsel shall establish a Step 2 with the aggrieved and the appropriate Second Level Supervisor. The Step 2 meeting shall be held within ten (10) days after employee has filed the grievance. The time and place for meetings under Step 2 shall be at the discretion of the General Counsel. The employee shall be allowed a maximum of three representatives at the meeting. The General Counsel shall prepare a report of the meeting, together with a written disposition of the matter and forward copies thereof to the employee and to the employee's exclusive representative organization within ten (10) days after the Step 2 hearing. If settlement is not reached in this Step 2 within five (5) days of the date of the disposition, the grievance is referred to Step 3.

Step 3. Grievances referred to Step 3 shall be discussed between the employee's exclusive representative and the General Counsel. This discussion shall take place within ten (10) days after the grievance has been referred to Step 3. If agreement is reached as a result of this meeting the General Counsel shall issue a disposition of the matter which shall be final and binding. If agreement is not reached, the aggrieved shall, within five (5) days after the Step 3 meeting, notify, in writing, the General Counsel that arbitration is required.

Step 4. ARBITRATION: In cases referred to Step 4 the parties shall attempt to agree on an arbitrator, if agreement is not reached within five (5) days the parties shall petition the Bureau of Mediation Services for assistance under the rules of the PELRA. The arbitrator shall set the time and place for the Step 4 hearing, the method of procedure and make all necessary rulings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the written agreement or to any agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as described in this article. The decision of the arbitrator, if within the scope of his power, shall be binding on both parties within the limitations of the PELRA. The expense and fees of the arbitrator shall be borne jointly by the school district and the employee organization.

SECTION 3. RULES: Any loss of time by the employee and his representatives to attend Step 4 in the grievance procedure shall not be compensated. The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual written consent. The failure of an aggrieved person to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to accept the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator to communicate his decision or hold a meeting within the specific time limits shall permit the aggrieved to proceed to the next step in the grievance procedure. Grievance cases shall be as confidential as possible. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## ARTICLE XIII

### SEVERABILITY

Provisions of this agreement are severable, and if any provisions thereof or the application of any such provision under any such circumstances is held to be invalid or void, it shall not affect any other provision of this agreement or the application of any provision thereof. The parties agree to negotiate the effect of any invalidated provision as soon as practical.

## ARTICLE XIV

### DURATION

SECTION 1. This agreement shall become effective on July 1, **2018** and shall continue in full force and effect to and including June 30, **2020**, and thereafter until modified in accordance with PELRA.

SECTION 2. Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this agreement, are hereby superseded.

SECTION 3. Any matter relating to the terms and conditions of employment, whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement except by mutual consent.

SECTION 4. This agreement may be modified by written notice to the other party submitted between April 1 and April 30, **2020**; otherwise, the agreement shall remain in effect for another twelve (12) month period. If either party desires to modify or amend this agreement commencing on July 1, **2020**, it shall give written notice of such intent pursuant to PELRA. Unless otherwise mutually agreed, the party shall not commence negotiations more than 90 days prior to the expiration of this agreement.

IN WITNESS WHEREOF, the parties have executed the Agreement as follows:

Child Nutrition Assistants  
Anoka-Hennepin District No. 11

*Mary Sheppard*  
*Bob Bligh*  
*Mark Judd, NSEA*  
*Field Representative*

Anoka-Hennepin Independent  
School District No. 11

*John E. Lina*  
*John*  
*Thomas*  
*Amy Dilger*  
*Christi Hayes*  
*Paul*  
(General Counsel)

*November 26, 2018*  
Dated



APPENDIX "A" RATES OF PAY  
AND  
GUIDELINES FOR EMPLOYMENT

SECTION 1. PROBATION PERIOD:

The probationary period shall be the equivalent of one school year worked. No new employee shall be considered a regular employee until he/she has served this probationary period and has been accepted by the Child Nutrition Director and the Administration.

SECTION 2. STEP MOVEMENT AND OTHER GUIDELINES:

Subd. 1. The annual step movement shall be contingent upon rendering satisfactory service and pursuant to subdivision 5 of this section.

Subd. 2. All Child Nutrition personnel attending the fall workshop at the request of the District shall be reimbursed at their regular hourly rate for time spent in these meetings.

Subd. 3. Child Nutrition Assistants attending monthly meetings scheduled by District Office shall be reimbursed at their regular hourly rate for time spent in these meetings.

Subd. 4. In the absence of the Child Nutrition Site Supervisor, the District may designate an employee to fill in as a lead worker. If the District determines that a Child Nutrition Site Supervisor's absence on a student contact day prevents him/her from performing his/her duties and responsibilities for four (4) hours or more, the District will designate an employee to fill in as a lead worker. The designated lead worker shall receive \$1.00 per hour stipend for each hour of absence; if the supervisor's absence is five (5) continuous days or more, then the designated lead worker shall receive nineteen dollars (\$19.00) per hour at the elementary level, twenty dollars (\$20.00) per hour at the middle school level, or twenty-two dollars (\$22.00) per hour at the high school level, retroactive to the first day of the absence. Exceptions may be granted by the District for unusual circumstances.

Subd. 5. If the District assigns a "short hours" employee to fill in for a "long hours" employee for five (5) consecutive days or longer, the designated employee shall receive an additional fifty (\$.50) cents per hour, retroactive to the first day of absence.

Subd. 6. There shall be step movement for **both the July 1, 2018 - June 30, 2019 and the July 1, 2019 – June 30, 2020 contract years**. Subject to change in negotiations, step movement will be effective the beginning of each year (July 1) until the maximum step is reached. To be eligible for a step increment, an employee must have been hired prior to April 1 of the relevant year. Child Nutrition Assistants hired between April 1 and June 30 of the relevant year shall remain on the initial step with no step movement until the following July 1, if applicable.

**SECTION 3. JOB POSTINGS:** It shall be the practice of the Administration to notify all employees of new jobs or vacancies created. Reasonable effort shall be used to describe the classification, number, location, special training required and general information about the opening. Employees shall have five (5) days to notify the Child Nutrition Director of their desire to be considered for the job opening. Seniority shall be one of the factors to be considered, but the applicant with the best qualifications for the position shall be selected. Qualifications criteria shall include, but not be limited to, interview results, recommendations of supervisors, needs of the building, work record, seniority in grade and classification, experience, and level of certification. If qualifications are equal, seniority shall prevail among internal candidates and internal candidates shall be given preference over external candidates. Staff members moved to a higher classification through this posting procedure shall enter that classification on the same step as the one he/she occupied before the promotion.

The Association will be notified of all disciplinary or administrative transfers.

**SECTION 4. SALARY SCHEDULE:** July 1, **2018** through June 30, **2020**

Subd. 1

Hourly Rate – July 1, **2018** – June 30, **2019**

Step → Lane ↓	5	6	7	8	9	10	11	12	13	14
6 Hours or More	<b>13.89</b>	<b>14.16</b>	<b>14.43</b>	<b>15.06</b>	<b>15.71</b>	<b>16.25</b>	<b>16.79</b>	<b>17.53</b>	<b>17.93</b>	<b>19.03</b>
Less Than 6 Hours	<b>13.25</b>	<b>13.51</b>	<b>13.78</b>	<b>14.43</b>	<b>14.96</b>	<b>15.53</b>	<b>16.09</b>	<b>16.79</b>	<b>17.17</b>	<b>18.17</b>

Hourly Rate – July 1, **2019** – June 30, **2020**

Step→ Lane ↓	6	7	8	9	10	11	12	13	14
6 Hours or More	<b>14.16</b>	<b>14.45</b>	<b>15.06</b>	<b>15.71</b>	<b>16.25</b>	<b>16.79</b>	<b>17.53</b>	<b>18.33</b>	<b>19.43</b>
Less Than 6 Hours	<b>13.65</b>	<b>13.92</b>	<b>14.43</b>	<b>14.96</b>	<b>15.53</b>	<b>16.09</b>	<b>16.79</b>	<b>17.57</b>	<b>18.57</b>

Subd. 2    State Certification -- Regular Employees

Employees shall receive an additional thirty-five cents (\$.35) per hour for obtaining and maintaining Minnesota Food Manager Certification, as well as the School Nutrition Association Level 1 Certification. The stipend for a Level 2 certification with the MFMC shall be **forty (\$.40) cents**; **Level 3 shall be forty-five (\$.45) cents**; **and Level 4 shall be fifty (\$.50) cents**.

The District shall pay for the initial MFMC test up to a total of three (3) times for an individual employee. Employees must continue to maintain the Certification to receive this additional increment. Changes in continuing education increments will be made on the first available paycheck after submitting the certificate for verification.

Subd. 3    Effective July 1, **2018**, any employee who has a seniority date prior to June 30, **1999** shall receive an additional **fifty-five (\$.55) cents** per hour; effective July 1, **2019**, any employee who has a seniority date prior to June 30, **2000** shall receive an additional **sixty-five (\$.65)** per hour.

Subd. 4.    Summer Employment

Employees required to perform summer assignments will receive the applicable rate of pay for the fiscal contract year.