

Master Agreement

between

Ind. School District No. 593

Crookston, Minnesota

and the

CROOKSTON DIETARY STAFF

*American Federation
Of State, County and
Municipal Employees*

AFL-CIO

Local Union No. 1353

July 1, 2022 - June 30, 2024

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AGREEMENT

This **Agreement** is entered into this 23rd day of May, 2022 by and between:

INDEPENDENT SCHOOL DISTRICT No. 593, CROOKSTON, MINNESOTA, hereinafter called the **SCHOOL DISTRICT**

and

Crookston Dietary Staff of LOCAL NO. 1353, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, and the District Council No. 65, hereinafter called the **UNION.**

Article 1 PURPOSE

The Union and the School District agree that the purpose for entering into the Agreement is to:

- A. Promote and improve the relations between the School District, its employees, and the Union;
- B. Establish a formal understanding relative to conditions of employment;
- C. Provide a means for amicable and equitable adjustment of any and all differences or grievances which may arise, all of which the parties hereto believe and affirm will insure to the welfare and benefits of the public.

Article 2 RECOGNITION

SECTION 1 - Unit Recognition

The School District hereby recognizes the Union as the sole and exclusive bargaining agent for all food service employees employed by Independent School District No. 593, Crookston, Minnesota, who are not required to be certificated by the State Board of Education, and whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week, and more than sixty-seven (67) work days per year, excluding supervisory, confidential and all other employees.

SECTION 2 - No Individuals

The School District will not enter into any agreement with employees in the bargaining unit, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

Article 3 EMPLOYEE RIGHTS

SECTION 1 - Union Dues Deduct

The School District agrees to deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Monthly dues so deducted, together with a list of employees from whom deductions were made and the amount of such deductions, shall be forwarded to the Union officer designated by the Union.

SECTION 2 - Union Fair Share

Any employee who is not a Union member may choose to pay a voluntary service fee by filling out the proper form with AFSCME Council 65. A copy of the form shall be delivered to the Employer. The Employer shall deduct the fee for non-members who give their authorization in writing.

SECTION 2 - Union Stewards

The Union may designate employees in the bargaining unit to act as stewards and/or alternates and shall inform the School District in writing of such choices and changes in the positions of stewards and/or alternates.

SECTION 3 - Union Activities Outside Working Hours

Investigation of grievances by members of the grievance committee or Union representatives shall not take place during the working hours of the employees concerned unless permission has been granted by the Superintendent of Schools or his/her designated representative. Permission for using working hours for this purpose will be granted only when the time involved is minimal and the work schedules are such that interruptions will not seriously affect the performance of duties.

SECTION 4 - Union Notices

The School District shall make space available on the employee bulletin boards in each school for the posting of Union notices.

Article 4
MANAGEMENT RIGHTS

The School District retains all managerial rights granted to it pursuant to Minnesota Statutes 179A.07, including the sole right to manage its total educational program in the School District, including the right to decide the number and location(s) of positions and services and the hiring, lay-off assignment, transfer and promotion of employees including the starting and quitting time and number of hours to be worked.

Article 5
RATES OF PAY

SECTION 1 - Wages and Salaries

Wages and salaries reflected in Appendices A and B and attached hereto shall be part of this Agreement.

SECTION 2 - Travel Reimbursement

Those employees whose work assignments require their traveling between schools shall be reimbursed according to the monthly travel reimbursement schedule in effect in the School Board Policy Manual (Policy #412).

SECTION 3 - 403(b)

- A. The District is to provide a 403(b) matching program to all regular employees in conformance with IRS regulations. The match will be made in monthly installments, matching that of the employee contribution up to the limits set forth in this section.
- B. Matching funds in the amount of \$500 per year for up to fifteen (15) consecutive years, with a lifetime maximum contribution by the district of \$7,500, will be deposited in a 403(b) account

with a financial institution, chosen by the employee from a list approved by the Board of Education. To be eligible for this benefit the employee must at least match the employer's contribution through monthly payroll deductions.

SECTION 4 – Food Service Manager Stipend

Dietary Staff who are employed for at least 4 (4) hours per day and obtain a Food Service Manager License will receive an annual stipend per fiscal year. Upon completion of the requirements for the Food Service Manager, the dietary staff member must submit proof of this license by October 1 to receive the full \$250.00. Dietary staff will have a second due date of January 1 to submit proof of the license to receive \$125.00. Dietary staff who turn in proof of a license after January 1 will not receive a stipend until the following year. Stipends will continue to be paid out annually only if the staff member retains a current Food Service Manager License.

Article 6
HOURS OF WORK

SECTION 1 - Work Week

- A. The regular work week for dietary employees shall be the same as student attendance days during each school year with additional work days as assigned by the Food Service Director.

SECTION 2 - Work Shift

- A. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.
- B. Work shifts shall be consecutive without interruptions except for lunch periods.

SECTION 3 - Rest Break

- A. All employees shall receive a fifteen (15) minute rest period during each four hour shift. The rest period shall be scheduled at the middle of each one-half (½) shift whenever feasible.
- B. Employees who for any reason work beyond their regular quitting time to the next shift shall receive a fifteen (15) minute rest period before they begin to work on such next shift. In addition, they shall be granted the regular rest periods that occur during that shift.

SECTION 4 - Lunch Period

- A. Employees who work more than four (4) hours per day shall be provided a daily duty free lunch period of thirty (30) minutes without pay.
- B. Whenever possible, the lunch period shall be scheduled at the middle of each work shift.

SECTION 5 - Weekend Pay

All hours worked from 12:01 a.m. Sunday to 12:01 a.m. Monday shall be compensated for at double time (2X) rates.

SECTION 6 - No part-time overtime

No part-time employee shall work any overtime where a regular employee is available to complete a job in progress.

SECTION 7 - Two Hour Show-Up

Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled is assigned to at least two (2) hours work on the job for which he/she was scheduled to report beginning at the time called. If work on the job is not available, the employee will be excused from duty and paid for two (2) hours work at the appropriate rate

(straight time or overtime, whichever is applicable). When an employee reports for and starts to work as scheduled and is excused from duty before completing the two (2) hours work, the employee shall be paid for the two (2) hours work at the appropriate rate (straight time or overtime, whichever is applicable).

SECTION 8 - Two Hour Minimum

Any employee called to work outside his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1½X). If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half (1½X) until he/she completes the two (2) hours work. The employee shall then be paid for the balance of the regular work shift at the appropriate rate.

**Article 7
OVERTIME**

SECTION 1 - Overtime Rate

All hours worked in excess of forty (40) hours per week shall be paid at one and one-half (1½X) times the regular hourly rate.

SECTION 2 - Overtime Distribution

Overtime will be distributed as equally as practicable.

SECTION 3 - Working out of Class

When any employee in the bargaining unit performs work in a classification higher than his/her own for a work shift or more, the employee shall be paid for all such work performed at the rate of pay for the higher classification.

SECTION 4 – Special Event Rate

When an employee in the bargaining unit elects to work a special event, the employee will be compensated at \$20.00 per hour.

**Article 8
HOLIDAYS**

SECTION 1 - Named Holidays

A. The following holidays shall be recognized as paid holidays for regular dietary employees:

- Labor Day*
- Thanksgiving Day*
- Friday after Thanksgiving*
- Christmas Eve*
- Christmas Day*
- New Year's Day*
- *President's Day*
- Memorial Day*

**Unless School is in session*

Holiday pay will be pro-rated for dietary employees who work less than eight hours per day or work only a portion of any work year.

SECTION 2 - Weekend Holidays

Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday; whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Exceptions can be made by mutual agreement.

SECTION 3 - Holiday Pay

Employees required to work on any holiday shall receive time and one-half (1½X) for all hours worked in addition to their regular holiday pay.

SECTION 5 - Holidays and Overtime

All holidays worked, unworked, or paid leave, shall be regarded as hours worked for the purpose of computing overtime.

SECTION 6 - Alternate Holiday

If school is in session on a scheduled holiday, a day off in lieu of the holiday shall be scheduled as soon as possible or the day shall be added to the employee's personal leave time, however the employee wishes.

**Article 9
PROBATIONARY PERIOD**

SECTION 1 - Length of Time

All newly hired or rehired employees shall serve a six (6) month probationary period. The probationary period may be extended for an additional six (6) months by mutual agreement between the School District and the Union. In the event that an employee's probationary period is extended, there will be reviews with the employee approximately every 45 days to determine they have met the required expectations and can be removed from probationary status.

SECTION 2 - Termination

At any time during the probationary period, a newly hired or rehired employee may be terminated or transferred at the sole discretion of the School District. Such termination or transfer is not subject to Article 11, Grievance Procedure.

SECTION 3 - Benefits

Sick leave benefits shall accrue to the employee during the probationary period.

**Article 10
SENIORITY**

SECTION 1 Defined

Seniority shall be defined as an employee's length of continuous service with the School District since his/her most recent date of employment.

An employee shall acquire seniority upon completion of the probationary period. Upon acquiring seniority, the seniority date shall revert to the first date of service.

SECTION 2 - List

The seniority list is be completed by the School District each year

and posted on the employee bulletin boards. The lists shall show the name, start date and job title of all employees in the department. Upon posting employees of the department will have fourteen (14) days in which to challenge the seniority list. The School District will keep the seniority list up-to-date and will provide the Union with an up-to-date copy when requested. When two or more employees have the same seniority date, their position on the seniority list shall be determined by the School District.

SECTION 3 - Loss of Seniority

An employee shall lose seniority for the following reasons only:

- A. Resignation;
- B. By discharge in accordance with procedures set forth in this Agreement;
- C. The employee is absent for three (3) consecutive working days without notification to the School District. In proper cases, exceptions will be made. After such absence, the School District will send written notice to the employee at the address last known, that employment with the department is terminated and seniority lost.
- D. If the employee does not return to work when recalled from layoff as set forth in the recall section below.

SECTION 4 - Layoffs

- A. The word "layoff" shall mean a reduction in the working force due to a decrease of work. If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary and part-time employees will be laid off on a unit basis. Seniority employees will be laid off according to seniority as previously defined. The employee with

the least seniority shall be laid off first. Employees to be laid off for an indefinite period will have at least two (2) calendar weeks' notice.

- B. When working force is increased after a layoff, employees will be recalled according to seniority in the inverse order of layoffs. Notice of Recall shall be sent to employees at their last known address by Registered or Certified Mail. If the employee fails to report for work within ten (10) days from the date of mailing of the Notice of Recall, he/she shall be considered as having resigned. The employee shall have the right to recall for twenty-four (24) months.

SECTION 5 - Vacancies and New Positions

- A. Notice of all vacancies and newly-created positions shall be posted on the employee bulletin boards, and the employees shall be given five (5) days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. The School District or other appropriate department head shall make the determination as to whether or not an applicant possesses the necessary qualifications. Employees shall have the right of appeal through the normal grievance procedure. Newly-created positions or vacancies are to be posted in the following manner: The type of work, the place of work, the rate of pay, the hours to be worked, and the classification.

- B. The School District agrees that should any position become

vacant or newly created, the vacant or newly created position shall be posted within thirty (30) days of the School District's knowledge of said vacancy. The School District also agrees that should any in-house applicant that is qualified and awarded a position through the posting procedure, said in-house applicant shall be notified of said award within thirty (30) days from the closing of said posting. At that time the School District shall also inform the employee of the intended date the change is to take place.

- C. The employee who is promoted will be granted a 90-day trial period to determine:

1. Ability to perform the job.
2. Desire to remain on the job.

During the 90-day trial period, the employee shall have the opportunity to revert back to the former position. During the trial period, the employee will receive the rate of pay of the job being performed.

SECTION 7 - Temporary Transfers

Temporary transfers or vacancies of three (3) months or less may be filled by senior qualified employees at the sole discretion of the School District. In the event such vacancy has a higher rate of pay, the qualified employee filling such vacancy shall receive such higher rate of pay.

<i>Article 11</i> GRIEVANCE PROCEDURE

SECTION 1 - Definition

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms of this Agreement.

SECTION 2 - Method

Any grievance or dispute which

may arise between the parties including the interpretation or application of the Agreement shall be settled in the following manner:

Step 1

The Union steward, and employee shall take up the dispute with the grievant's supervisor within ten (10) working days of his/her knowledge of its occurrence. The supervisor shall then attempt to settle the matter and shall respond to the steward within ten (10) working days.

Step 2

If the grievance still remains unsettled, it shall be presented by the Union steward, Union representative or grievance committee to the Superintendent in writing, within seven (7) working days after the response of the supervisor is due. The Superintendent shall respond in writing to the Union within seven (7) working days.

Step 3

If the grievance or dispute is still unsettled, the employee or his/her representative may request a hearing before the School Board within ten (10) days after the reply from the Superintendent is due. The hearing shall be held within twenty (20) days of the written request for a hearing. Within five (5) days after the meeting, the School Board shall issue its decision in writing to the parties involved.

Step 4

Either party, within five (5) days of the School Board's decision in Step 3, may request the services of a mediator from the Bureau of Mediations Services. Both parties shall meet with the assigned mediator in an effort to resolve the dispute. Either party may terminate the mediation process by written notice to the other party after the first (1st) mediation session. All time limits for Step 5 shall run from the date of this

notice. This mediation step is optional, and if neither party invokes it, the grievance must be processed in accordance with the remainder of the grievance procedure as if this step did not exist.

Step 5

If the grievance remains unresolved, the Union may, within ten (10) working days after the response of the School District, by written notice to the School District, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the School District and the Union. If the parties fail to mutually agree upon an arbitrator within seven (7) calendar days, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the School District and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; and the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator.

SECTION 3 - Arbitration

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/She shall consider and decide only the specific issue(s) submitted to him/her in writing by the School District and the Union, and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of

the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the School District and the Union and employees.

SECTION 4 - Arbitration Cost

The fee and expenses for the arbitrator's services and proceeding shall be borne equally by the School District and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

SECTION 5 - Time Line Violation

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

**Article 12
DISCHARGE
AND SUSPENSION**

SECTION 1 - Discipline

Disciplinary action may be imposed

upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as provided in Article 11.

SECTION 2 - Just Cause

The School District shall not suspend or discharge an employee without cause. When it becomes necessary to take such action, the School District shall notify the employee of the suspension or discharge in writing stating the reasons for the action. Steps 3, 4 and 5 of Article 11 shall be available to the employee for any recourse to this action. A probationary employee who is terminated does not have the rights to the Grievance Procedure.

<p><i>Article 13</i> LEAVES OF ABSENCE</p>

SECTION 1 – Sick Leave

- A. Sick leave of fifteen (15) days per year, prorated according to hours worked, effective on the first day of employment, will be allowed.
- B. Unused sick leave will accumulate annually until a total of 182 days are available as a reserve. If an AFSCME employee begins a work year with 182 accumulated sick leave days prorated, he/she shall receive an additional fifteen (15) non-cumulative sick leave days to be used before accessing the 182 banked sick leave days. This will be provided for each year the prorated banked days accumulate to 182 days.
- C. Any employee who does not use any sick leave days during the school year will be paid two (2) days wages at their current rate of pay. This payment will be made at the end of the school year.
- D. Sick leave may be used in case

of serious illness or injury in an employee's immediate family. Immediate family, for the purpose of this section, shall be limited to mother, father, sister, brother, wife, husband, son, daughter, step-son, step-daughter, grandson, granddaughter, mother-in-law, father-in-law, grandmother, grandfather or a dependent member of the employee's household.

- E. An employee shall notify his/her immediate supervisor as soon as possible of his/her going on sick leave so that arrangements may be made to carry on the work.
- F. There shall be no loss of seniority to an employee because of sickness or injury.
- G. In the case of an employee who, because of sickness or injury incurred in the line of duty, is entitled to receive Worker's Compensation benefits, the School District will pay the employee the difference between compensation benefits received and his/her normal regular salary. This difference will be charged to the employee's sick leave account for as long as the account is funded. In no case will the employee receive more than his/her regular salary. When the employee's sick leave account is depleted, the employee will receive Worker's Compensation benefits only.
- H. On approval of the Superintendent of Schools or his/her designated representative, an employee may be absent not to exceed five (5) days per year without pay. Pay deduction will be based on the actual hourly wage of the employee, that is: the regular annual wage.

SECTION 2 – Severance Pay

- A. Any dietary employee who completes 15 years of service with the School District shall be eligible to receive a severance payment pursuant to thirty-five percent (35%) of their unused accrued sick leave upon termination of employment. This will be disbursed as a cash payment. Any employee hired after July 1, 2021 is not eligible for severance as described in this section..

SECTION 3 – Personal Leave

- A. Employees will be granted up to three (3) days (prorated according to hours worked) paid personal leave for personal business or other emergencies in each agreement year. Request for leave shall be made to the immediate supervisor no later than three (3) days prior to the requested leave except in cases of emergency.
- B. The superintendent may approve additional days which shall be without pay.
- C. Employees will be allowed to carry over up to two (2) unused Personal Leave day per year, maximum would be five (5) Personal Leave Days allowed in one year.
- D. No more than two (2) employees may be absent under this provision on any given day. In case of a conflict, the most senior employee's request shall prevail.

SECTION 4 – Request for Leave

Any request for a leave of absence shall be submitted by the employee in writing to the School District. The request shall state the reason for the requested leave and the length of time sought. Authorization for a leave of absence, if granted, can only be furnished in writing.

SECTION 5- Paid Leaves

A. Funeral Leave

Up to but not exceeding ten (10) days with full pay shall be allowed for absence due to the death of a member of the employee’s immediate family, except that an additional five (5) days, for a total of fifteen (15) days, shall be allowed for the death of an employee’s spouse or child. The immediate family is defined as father, mother, sister, brother, spouse, son, daughter, step-son, step-daughter, father-in-law, mother-in-law, son-in-law or daughter-in-law. Up to but not exceeding three (3) days with full pay shall be allowed for absence due to the death of the following extended family members: brother-in-law, sister-in-law, and aunts and uncles of employee; grandparents or grandchildren of employee or spouse of employee. Such absence will be deducted from personal illness leave. The granting of leave for exceptional cases will be handled by the Superintendent and may, at the discretion of the Superintendent, include leave for attendance of funerals of friends and relatives, not in the above defined "immediate family".

B. Educational Leave

Leave with pay shall be granted for educational purposes if such education is required by the School District in writing.

C. Military Leave

Up to fifteen (15) paid working days leave per calendar year shall be granted to members of a reserve force of the United States or of the State of Minnesota who are ordered by the appropriate authority to attend a training program or perform any other duties under the supervision of the United States or of the State of Minnesota during the period of such activity.

SECTION 6 - Unpaid Leaves of Absence

A. Disability Leave

Leave of absence up to 12 months may be granted to any full-time or part-time employee who has had an extended illness or injury. Upon the request of the employee, such leave may be extended by the School District.

B. Child Care Leave

A child care leave of absence shall be granted to a natural or adoptive parent who requests such leave in conjunction with the birth or adoption of a child, for up to 12 months in duration. Additional time may be granted upon approval of the School District.

C. Union Leave

An employee elected by the Union to represent the Union at State Council or State Federation meetings which require the employee's absence from duty shall, upon application of one week's notice, be allowed to attend such meeting in accordance with the following:

Council Convention:
2 delegates
3 working days

State Federation:
2 delegates
5 working days

In the event that additional time off is necessary for these or other Union business, such additional time off may be granted subject to the approval of the Administration. Employees shall be granted this time off without pay and without discrimination and without loss of seniority rights or any other rights granted by the School District.

SECTION 7 - Return from Leave

Any employee returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in the former position or another position of comparable duties and

pay. Employees returning from an unpaid leave of absence of 12 months or less shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced with adjustments that would have been made had the employee been continuously employed during that period of absence.

**Article 14
GENERAL PROVISIONS**

SECTION 1 - Union Access

Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the School District at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned. Such access shall not extend to private offices.

SECTION 2- Union Negotiation Representation

Employees elected by the Union to act on the negotiating committee shall not suffer loss of time or wages if negotiations are held during their normal working hours, except that not more than one (1) employee shall be absent from his/her regularly scheduled shift.

SECTION 3 - Personal Vehicle Use

Employees authorized to use their personal car on School District business to transport themselves and/or other workers will be compensated on a mileage basis at the authorized School District rate per mile.

SECTION 4 -Uniforms

A. The School District shall pay to each regularly scheduled AFSCME contract employee, the first pay period in August, the sum of \$400 per year. This amount will be prorated for partial school years worked. Employees will select their uniform and shoes from the

options for such decided by the School District. There will be no cost to the employee.

- B. If protective clothing or devices are determined to be required for a position by the School District, the School District will furnish such without financial cost to the employee.

Each employee will wear the uniforms provided.

SECTION 5 - Jury Duty

Employees summoned to jury duty will receive full salary for the period they are required to serve, less any compensation received from jury duty.

SECTION 6 - Voluntary Termination

In the event that an employee voluntarily terminates employment with the School District, said employee shall give the School District a minimum of two (2) weeks written notice of his/her intent to leave the employ of the School District.

SECTION 7 - Dietary Staff Professional Classes

The School District may direct the attendance of head cooks and assistant cooks at such professional classes as the School District deems advisable.

If so directed:

- A. The School District shall pay course registration and expenses incidental to such attendance.
- B. A school vehicle shall be provided, if available. If not, mileage shall be paid.
- C. If held during the regular working day of such employees, wages shall be paid.

SECTION 8 – Permanent Substitute Employee

The district, at its discretion, may hire, on a day-to-day basis, a permanent substitute to replace employees covered by this contract whenever such employee is absent from work. This permanent substitute, limited to one cook substitute, shall be paid at the hourly rate of the first step of the respective salary schedule and will not be eligible for step advancement nor will they be eligible for any benefits of this contract including seniority.

SECTION 9 - Inclement Weather Hours

Each employee must decide whether unreasonable risk will be encountered if they report to work or if they do not leave until the end of their scheduled shift.

An employee's absence from work that is due to an unforeseen circumstance or situation that is beyond the employee's control (in this case, inclement/hazardous weather) is covered in the School Board Policy Manual under Staff Absence, Code #435 which provides for absences beyond the employee's control.

In addition to the aforementioned Staff Absence Policy #435, employees may earn inclement weather hours to be used during hazardous weather situations when the employee could not report for work or had to leave prior to the end of their scheduled shift. By working extra hours beyond his/her regularly scheduled shift (*said extra hours must be approved and scheduled by the employee's supervisor.*) the employee could accrue inclement weather hours at the rate of one and one-half (1½) hours for every hour worked and reported on the employee's time sheet for this purpose. Inclement weather hours could be accumulated to a maximum of twelve (12) straight time hours. (*Twelve (12) straight*

time hours would be earned by working 8 hours at 1½ time.)

Inclement weather hours must be accrued prior to use, and the use of such accrued time must be limited to situations when weather conditions prevent an employee from reporting for regularly scheduled work assignments or when weather conditions result in an employee leaving work prior to the regularly scheduled time.

If, due to inclement weather conditions, an employee is unable to report for work or if he/she must leave work prior to the regularly scheduled time, he/she must notify his/her supervisor as soon as possible so that arrangements can be made for a substitute, if necessary. Under inclement weather conditions, the employee could use all or part of his/her accrued inclement weather hours.

Any scheduled shift hours missed due to inclement weather beyond:

- a. School Board Policy #435 Staff Absence and
- b. previously accrued inclement weather hours would be a payroll deduction.

Accrued inclement weather hours not utilized will be carried forward into the next fiscal year. (*The School District's fiscal year runs from July 1 through June 30.*) However, at no time will accrued inclement weather hours exceed the twelve (12) straight time hour maximum per fiscal year. A terminating employee will be paid for any unused accrued inclement weather hours. Any unused accrued inclement weather hours would be included in the terminating employee's final paycheck.

It is understood between the parties that if the School District calls off school for a storm or other emergency, the dietary

employees shall be paid full pay for the day. This shall be limited to no more than five days maximum per school year. In the event that the dietary employee has reported to work and thereafter school is closed due to a storm or other emergency, the dietary employees shall receive full pay for that day. When said school closing has been called by the School District, the dietary employees will be permitted to leave their place of employment at such time as needed to close down the dietary department.

SECTION 10 – Payroll

Employees covered by the AFSCME Agreement shall be paid bimonthly over a 12-month period beginning July 1 through June 30 annually.

**Article 15
INSURANCE**

SECTION 1 - Change of Policy

There shall be no change in the existing policy for providing health insurance and life insurance without mutual agreement of both parties concerned.

SECTION 2 - Health Insurance

The School-provided contributions are for nine (9) months. The additional three (3) months are the responsibility of the employee.

The formula used to establish the employer contribution will be regularly scheduled daily hours worked plus one (1) additional hour divided by 8 hours to determine the pro-rated amount.

The employee will select their option annually prior to June 1 of each year. Such authorization shall continue throughout the year unless revoked in writing prior to June 1 of any year.

A. Current Single Plans:

The School District will contribute up to \$1,000 per month prorated to

1.0 FTE or the full cost of District sponsored single group health insurance, whichever is less, if the employee elects single coverage. If an HSA/HSA compatible plan is selected, the difference between the premium amount and the \$1,000 or prorated portion will be deposited into the employee's HSA account.

B. Current Family Plans:

The School District will contribute up to \$1,833 per month prorated to 1.0 FTE or the full cost of District sponsored family group health insurance, whichever is less, if the employee elects family coverage. If an HSA/HSA Compatible plan is selected, the difference between the premium amount and the \$1,833 or prorated portion will be deposited into the employee's HSA account. No cash in lieu to be paid.

SECTION 3 - Life Insurance

Effective July 1, 2018, the School District agrees to contribute the full premium amount for a \$20,000 life insurance coverage for all employees in the bargaining unit.

**Article 16
DISCRIMINATION AND
COERCION**

The provisions of this Memorandum shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the School District the responsibility for applying this provision of the Memorandum. All references to employees in this Memorandum designate both sexes. The Union recognizes its responsibility as the bargaining agent and agrees to represent all employees within the bargaining unit without discrimination, interference, restraint, or coercion.

**Article 17
DURATION**


SECTION 1 - Continuing Contract

This Agreement shall remain in full force and effect for a period from July 1, 2022 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration of June 30, 2024.

IN WITNESS THEREOF, the parties have executed this Agreement this 20th day of May, 2022.


**Crookston School Workers
Chapter Local 1353
AFSCME, AFL-CIO**


Union Negotiator


Wanda Prox
Union Negotiator

 5/20/22
Staff Representative

**Ind. School District No. 593
Crookston, Minnesota**


Frank Fee, Chairman


Tim Dufault, Head Negotiator

**APPENDIX B
CROOKSTON PUBLIC SCHOOLS**

DIETARY STAFF

**SALARY SCHEDULES
2022-2023 2023-2024**

ANNUAL STEPS	HEAD	ASST	HELPER	HEAD	ASST	HELPER
	22-23	22-23	22-23	23-24	23-24	23-24
Step 2						
Step 3	17.34	16.29	15.47	17.73	16.67	15.82
Step 4	17.68	16.61	15.78	18.08	16.98	16.14
Step 5	18.02	16.94	16.09	18.43	17.32	16.45
Step 6	18.36	17.27	16.43	18.77	17.66	16.80
Step 7	18.72	17.61	16.74	19.14	18.01	17.12
Step 8	19.08	17.94	17.09	19.51	18.34	17.47
Step 9	19.44	18.29	17.42	19.88	18.70	17.81
Step 10	19.82	18.65	17.77	20.27	19.07	18.17

**Additional
Cash
Compensation
For
Employees
Hired After
July 1, 2009**

1% for each consecutive/completed 3 years of employment based upon current wages. Employees hired after July 1, 2009 will receive the 1% for each consecutive/completed 3 years of employment based upon current wages, after they have completed the highest step. Effective upon completion of the highest step, additional cash compensation will be paid on a monthly basis, effective on July 1st of each third qualifying year.

**Additional
Cash
Compensation
For
Employees
Hired Before
June 30, 2009**

1% for each consecutive/completed 3 years of employment based upon current wages. Effective only July 1st of each year and paid on a monthly basis.

CROOKSTON PUBLIC SCHOOLS
DIETARY PERSONNEL
SENIORITY AND CLASSIFICATION LIST 2022-2024
CHRONOLOGICALLY BY DATE EMPLOYED

EMPLOYEE NAME	DATE EMPLOYED	CLASSIFICATION DATE	CURRENT ASSIGNMENT/ CLASSIFICATION	BUILDING
Proulx, Wanda	September 26, 1994	September, 1994	Kitchen Helper	Highland School
Brekken, Anita	August 31, 1997	August, 2012	Assistant Cook	Highland School
Flikka, Cindy	August 31, 1997	July 1, 2018	Assistant Cook	Crookston High School
Wilder, Jaci	August 31, 1998	August, 2008	Kitchen Helper	Crookston High School
Trandem, Cathy	September 1, 2006	September, 2006	Kitchen Helper	Highland School
Larson, Suzanne	July 1, 2011	August 19, 2019	Assistant Cook	Washington School
Ecklund, Mark	February 9, 2015	February 9, 2015	Kitchen Helper	Crookston High School
Riedlinger, Ann	November 16, 2016	November 16, 2016	Kitchen Helper/Clerk	Highland School
Brule-Haggerty, Theresa	October 2, 2017	October 2, 2017	Kitchen Helper	Highland School
Aubol, Joyce	August 17, 2020	August 17, 2020	Kitchen Helper	Crookston High School
Bixby, Markarita	October 1, 2021	October 1, 2021	Kitchen Helper	Crookston High School