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# *Master Agreement*

Between

Ind. School District No. 593

Crookston, Minnesota

and the

**CROOKSTON CUSTODIAL STAFF**

*American Federation  
of State, County and  
Municipal Employees*

AFL-CIO

Local Union No. 1353

**July 1, 2023 – June 30, 2026**

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# MASTER AGREEMENT

This **Agreement** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between:

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

and the

**Crookston Custodial 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 custodial and maintenance

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 and any other union approved deduction.. 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 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 the non-member(s) who give their authorization in writing.

## SECTION 3 - 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 4 - 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 5 - 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 Appendix A 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 full-time 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 \$500.00 per year for up to 15 consecutive years 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.
- C. Employees hired prior to 6/30/07, and having completed at least fifteen years of successful employment, will be held harmless and will be grandfathered into a declining severance payment procedure.

At the point of a qualified employee's retirement, severance pay that would have been available to this employee under the 2003-2006 labor

contract will be calculated, as described in that contract, and paid to said employee reduced by any 403(b) contributions that employee was eligible for, under the new contract, plus annual interest earnings calculated at 6.5% of district contributions.

The chart below illustrates the amount to be deducted from any hold harmless severance pay amount depending on how many years he/she has been eligible for the 403(b) benefit.

It is anticipated that severance payments will discontinue near the twelfth year following this contract approval.

As increases in 403(b) contributions are negotiated, the following chart will also need to be adjusted.

District Contribution	Sev. Deduct @ 6.5%	
	Per Yr.	Deduction
Year 1	\$420	\$372
Year 2	\$420	\$773
Year 3	\$420	\$1,207
Year 4	\$420	\$1,675
Year 5	\$420	\$2,181
Year 6	\$420	\$2,727
Year 7	\$420	\$3,317
Year 8	\$540	\$4098
Year 9	\$540	\$4942
Year 10	\$540	\$5854
Year 11	\$540	\$6838
Year 12	\$540	\$7902
Year 13	\$540	\$9050
Year 14	\$540	\$10290
Year 15	\$540	\$11630
Year 16	\$540	
Year 17	\$540	
Year 18	\$540	
Year 19	\$540	
Year 20	\$540	

## Article 6 HOURS OF WORK

## SECTION 1-Work Week

The regular work week for custodians shall be forty (40)

hours. Work above the forty hours shall be reimbursed at the rate of time and one-half (1½X ) the regular base rate for the employee.

## 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.
- C. Regular work shifts for individual employees shall be up to ten (10) hours per day.
- D. The regular work shift schedule will be posted on bulletin boards throughout the year. Changes in the work schedule shall be posted at least seven (7) calendar days in advance, except in the event of emergencies.

## SECTION 3 - Rest Break

- A. All employees shall receive a fifteen (15) minute rest period during each one-half (½) 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, or two times (2X) their rate of pay, whichever is applicable per the contract for the day/shift worked.

The employee may request compensatory time at the rate of one and a half times (1½X) their regular rate of pay, or two times (2X) their rate of pay, whichever is applicable per the contract for the day/shift worked.

In calculating overtime if an employee uses sick leave and vacation, those hours count towards the calculation of overtime. All overtime must be preapproved except for cases of an emergency.

When employees are working in the classification of Bus Driver/Custodian and an employee works over forty (40) hours per week, they will receive overtime based on a "weighted average" overtime rate which will be equal to one and one half times their regular hourly rate for all hours worked in excess of forty (40) hours.

#### **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.

#### **Article 8 HOLIDAYS**

#### **SECTION 1 - Named Holidays**

A. The following holidays shall be recognized as paid holidays for regular twelve month custodial employees:

*Labor Day  
Independence Day  
Thanksgiving Day  
Friday following Thanksgiving  
December 24 and 25  
New Year's Day  
\*Presidents' Day  
Good Friday  
Memorial Day  
Juneteenth*

*\*The School District agrees to the addition of Presidents' Day as an additional holiday unless Presidents' Day becomes an attendance day at which time it may be added as one additional vacation day.*

Regular custodial employees who work less than twelve months per year shall receive holiday pay for those holidays which occur during their individual contract period.

Holiday pay will be pro-rated for regular custodial employees who work less than eight hours per day.

#### **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 4 - Vacation Holidays**

Holidays which occur during an employee's scheduled vacation shall be considered as a paid holiday, and the employee shall not be charged for vacation on that day.

### **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 vacation 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 the employee's probationary period is extended, there will be reviews with the employee every Thirty (30) days to determine if they have met the required expectations and can be removed from probationary status. Prior to the proposed probation extension an employee

would have received feedback from their supervisor regarding the areas of deficient job performance.

### **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**

Vacation and sick leave benefits shall accrue to the employee during the probationary period. Vacation use: Only a prorated amount of vacation leave may be used by the employee during the probationary period. The proration amount will be based on how many months of service/annual vacation allotment, rounded down to the nearest whole number.

### **Article 10 SENIORITY**

#### **SECTION 1 – Seniority 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. In the event of a promotion or transfer of an employee from one classification to another classification, the employee being so promoted or transferred shall be assigned at the bottom of the seniority list for that new classification.

#### **SECTION 2 – Seniority List**

The seniority list is to 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. (For Head Custodian positions only: Necessary qualifications are defined as leadership ability, previous experience, overall job performance, and certifications). 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 6 - 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.

## **Article 11 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 employee'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 (1<sup>st</sup>) 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.

### **Article 13 LEAVES OF ABSENCE**

#### **SECTION 1 – Sick Leave**

- A. Sick leave of fifteen (15) days per year, effective on the first day of employment, will be allowed. This will be pro-rated based on the employee date of hire.
- 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 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. 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.

D. 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.

E. There shall be no loss of seniority to an employee because of sickness or injury.

F. 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.

G. 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 divided by 2,080 times the number of regular shift hours scheduled for the day absent.

## SECTION 2 – Vacation

A. Effective July 1, 2017, after thirty (30) days of employment, vacation time will be allowed at the rate of 13 days of vacation per year for the first five (5) years of employment, for twelve (12) month, fulltime employees. During the sixth (6th) year of continuous service, the employee's vacation time will be increased to eighteen (18) days per year. Following the sixteenth (16<sup>th</sup>) year of continuous service, the employee's vacation time will be increased to twenty-three (23) days per year and will continue at 23 days for the remainder of their continuous employment with the district.

The above vacation allowance will be pro-rated for regular custodial employees who work less than twelve months per year.

B. All vacations shall be scheduled with the supervisor in charge to limit interference with the school programs. Employees with the greatest number of years of service shall be given priority in setting up vacation time.

C. Vacations may not be waived by an employee and extra pay received for work during that period.

D. If an employee or a member of the immediate family becomes ill and is under the care of a duly licensed physician during the employee's vacation, the employee's vacation will be rescheduled.

E. If an employee is laid off or retired, the employee will receive any unused vacation credit, including that accrued during the calendar year. A recalled employee who received credit at the time of layoff through the current calendar year will have such credit deducted from his/her vacation the following year.

F. Employees will be paid their current rate, based on their regular scheduled day, while on vacation, and will receive credit for any benefits provided in this Agreement.

G. Not more than the amount of annual earned vacation days may be carried over beyond twelve (12) months or June 30 of the next fiscal year. (i.e. if a custodian earns 16 days of vacation a year, that custodian may carry over no more than 16 days vacation as of June 30. On July 1<sup>st</sup>, the new allotment of vacation days will be given). Any unused vacation days in excess of the annual earned amount would be forfeited. All existing employees as of July 1, 2014 will have until June 30, 2016 to use their days to comply with the above requirement.

## SECTION 3 - 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 4 - 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 5 - Unpaid Leaves of Absence**

### **A. Disability Leave**

Leave of absence up to twelve (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 twelve (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 6 - 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 twelve (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 two (2) employees shall be absent from their 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 annually to each full-time AFSCME contract employee the sum of \$350 per year to be paid in July of each year. Effective July 1, 2018, the uniform allowance will be \$400 per year. 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. Pro-rata for partial years worked.
- 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.
- C. 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 - Shift Differential Pay**

- A. The School District shall pay an hourly premium of fifty cents (\$.50) to all employees for all hours worked on shifts beginning between 3:00 p.m. and 6:00 a.m. For shifts from 11:00 p.m. to 7:00 a.m. an additional fifteen cents (\$.15) will be in effect.
- B. A flat amount of \$25.00 per project will be paid to any person who is a licensed asbestos handler while that person is engaged in the removal of asbestos; or in the maintenance or repair of piping which requires the handling of asbestos.

## **SECTION 7 - 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 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 custodial substitute, shall be paid at the hourly rate of the first step of the 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.

**Payroll:** Employees covered by the AFSCME Agreement shall be paid bimonthly over a twelve (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**

##### **A. Current Single Plans:**

Effective July 1, 2018, the School District will contribute up to \$1,000.00 per month (\$12,000.00 annually for a 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 \$1,000.00 will be deposited into the employee's HSA account. The School District shall contribute a pro-rata share of said amount for part-time employees.

##### **B. Current Family Plans:**

Effective July 1, 2018, the School District will contribute Up to \$1,833.00 per month (\$21,996.00 annually for 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 will be deposited into the employee's HSA account. There shall be no cash paid in lieu of insurance premiums. The School District shall contribute a pro-rata share of said amount for part-time employees.

**C. "Me Too" Clause:** Effective July 1, 2020, in the event that the School District agrees a health insurance contribution in excess of \$1,000.00 for single policies or \$1,833.00 for family policies with any other School District employee(s), those same increases will be given to the employees covered by this collective bargaining agreement.

#### **SECTION 3 - Life Insurance**

The School District agrees to contribute the full amount for \$10,000 life insurance coverage for those employed for at least fifteen (15) hours but less than thirty (30) hours per week or \$20,000 life insurance coverage for those employed thirty (30) or more hours per week.

#### **Article 16 DISCRIMINATION AND COERCION**

The provisions of this Agreement 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 Agreement. All references to employees in this Agreement 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, 2023 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, 2026.

IN WITNESS THEREOF, the parties have executed this Agreement this 25<sup>th</sup> day of September, 2023.

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

John Parney 9/22/23  
Steward

Cassie 9-22-23  
Negotiation Team Member

Brent Evenson 9-21-23  
Negotiation Team Member

Christopher Kapella 9-21-23  
Staff Representative

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

Frank Fee  
Frank Fee, Chairperson

Tim Dufault  
Tim Dufault, Head  
Negotiator/School Board  
Treasurer

**APPENDIX A**  
**CROOKSTON PUBLIC SCHOOLS**  
**CUSTODIAL STAFF**  
**Salary Schedules**

Steps	2023-2024		
	Custodian, Driver/Custodian	Head Custodian, Grounds	District Engineer
	2023-2024	2023-2024	2023-2024
1 (4)	\$18.04	\$19.13	\$20.32
2 (5)	\$18.36	\$19.52	\$20.71
3 (6)	\$18.71	\$19.89	\$21.09
4 (7)	\$19.08	\$20.27	\$21.51
5 (8)	\$19.44	\$20.61	\$21.92
6 (9)	\$20.12	\$21.33	\$22.69
7 (10)	\$20.83	\$22.07	\$23.49
8 (11)	\$22.59	\$23.93	\$25.45

  

Steps	2024-2025		
	Custodian, Driver/Custodian	Head Custodian, Grounds	District Engineer
	2024-2025	2024-2025	2024-2025
1	\$18.95	\$20.09	\$21.33
2	\$19.28	\$20.50	\$21.74
3	\$19.65	\$20.88	\$22.15
4	\$20.03	\$21.28	\$22.59
5	\$20.41	\$21.64	\$23.02
6	\$21.12	\$22.39	\$23.83
7	\$21.87	\$23.17	\$24.66
8	\$23.72	\$25.12	\$26.73

  

Steps	2025-2026		
	Custodian, Driver/Custodian	Head Custodian, Grounds	District Engineer
	2025-2026	2025-2026	2025-2026
1	\$19.52	\$20.69	\$21.97
2	\$19.86	\$21.11	\$22.39
3	\$20.24	\$21.51	\$22.81
4	\$20.63	\$21.92	\$23.27
5	\$21.02	\$22.29	\$23.71
6	\$21.76	\$23.06	\$24.54
7	\$22.53	\$23.87	\$25.40
8	\$24.44	\$25.87	\$27.53

**Additional Pay:**

Night Shift: \$.50 per hour (effective 7/1/20)

**Additional Cash Compensation:**

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 for employees who were employed prior to 1/20/10.

Employees hired on January 21, 2010 and after will be paid 1% for each consecutive/completed 3 years of employment based upon current wages after completion of the top step of the salary schedule. Effective only July 1st of each year and paid on a monthly basis.

Full time, 12-month Custodians will receive a \$1,500 stipend for SY 2023-2024 and \$1,000 for SY 2024-2025 For the additional labor duties due to the District construction projects. This payment will be split into two payments to be disbursed on the December 27<sup>th</sup> and June 27<sup>th</sup> payrolls. Part-time regular custodial employees will be pro-rated according to their regular hours. This does not apply to seasonal or casual employees.

**Sign-on Bonus:**

Any new Custodian hired on or after September 15, 2023 will receive a one-time \$1,500.00 bonus to be received after completion of a full twelve (12) month employment period. This will remain in effect until June 30, 2026.,

**APPENDIX B**  
**CROOKSTON PUBLIC SCHOOLS**

**CLASSIFICATIONS:**

**Custodian:**

A Custodian is the beginning level. This person shall perform the regular janitorial cleaning duties and shall perform minor maintenance work. He/she may work under the direction of the Head Custodian.

**Groundskeeper:**

A Groundskeeper is a person who shall perform such services and complete such work assignments as provided in work orders directed to the Groundskeeper by the Buildings and Grounds/Transportation Director. The Groundskeeper shall be responsible for the upkeep and maintenance of all grounds and exterior portions of all buildings located within the district. The Groundskeeper shall have a minimum of a fourth class boiler license and shall substitute, when so required, as a Custodian at their Groundskeeper rate of pay. He/she shall be assisted by the Custodians at each building in the general maintenance of the exterior portion of the buildings and all grounds in the area. All district equipment used by the Groundskeeper in the performance of his/her duties shall be maintained by the Groundskeeper. The Groundskeeper shall be responsible for reporting major repair items to the Buildings and Grounds/Transportation Director and working with said Buildings and Grounds/Transportation Director to maintain the premises as outlined in the job description.

**Head Custodian:**

A Head Custodian will be responsible for each of the following; Crookston High School, Highland Elementary School, and Washington Elementary School. He/She shall provide direction for several Custodians or may work alone, arranging the necessary custodial duties for school activities. This person shall have a boiler license of the class required to supervise the operation and to operate the boilers of the building. He/she is responsible for the cleaning and maintenance of the building and arranging for the necessary custodial supervision for school activities. Daily maintenance on various aspects of each building will be required, along with custodial duties. He/she shall be responsible for reporting major repair items to the Superintendent. Effective July 1, 2020 any newly hired Head Custodian will also maintain a First Class Boiler's License. At the discretion of the School District, a Head Custodian candidate may be granted a reasonable grace period to acquire a First Class Boiler's License.

**District Chief Engineer:**

The District Chief Engineer is responsible for the operation of the mechanical equipment in the entire district. The services of custodial personnel and Head Custodians shall be available to assist the District Chief Engineer. He/She shall have a current Minnesota Class C Chief Engineers Boilers License. He/She shall assist and supervise the Head Custodians in each building to help maintain proper maintenance of mechanical equipment. The District Chief Engineer will also be a Head Custodian. The District Chief Engineer shall be responsible for reporting major repair items to the Superintendent and shall work in conjunction with the Superintendent in the maintenance of mechanical equipment within the district and in the preparation of the District Chief Engineer's work schedule.

**Specific Licenses:**

Effective July 1, 2020, stipends will be paid to each custodian based upon the completion of the specific license. The District will pay for the class and allow employees reasonable time with the approval from a supervisor to study and take the class. The Employee is responsible for paying for the certificate and renewals. The custodian will not be allowed to stack stipends, but will be paid upon the highest licensure. It would be a requirement of the job going forward for all employees to have a Special Class or get one within six (6) months. Current employees will have the option to get it or not.

Special License	\$ 600/annually
Second Class License	\$ 900/annually
First Class License	\$1,200/annually