



DIETARY EMPLOYEES AGREEMENT

CLOQUET PUBLIC SCHOOLS
CLOQUET, MINNESOTA

AND

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME)
MINNESOTA COUNCIL NO. 65
LOCAL UNION NO. 545

JULY 1, 2017 – JUNE 30, 2020

ATTEST:

AFSCME LOCAL NO. 545

Veronica Yellen

Bargaining Unit – Dietary Staff

Josh Jewell

Bargaining Unit – Dietary Staff

AFSCME Council No. 65 Representative

Dated: Board Approved September 24, 2018

CLOQUET SCHOOL BOARD
Independent School District No. 94

Ed Sammi

School Board Chair

J. B. F. F.

School Board Clerk

Michael O'Connell

Superintendent of Schools

Dated: Board Approved September 24, 2018



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ARTICLE I -- PURPOSE

The general purpose of this Agreement is to promote the mutual interests of the dietary employees, administration and school board of the Cloquet Public Schools and to provide for the fullest and most efficient operation of the schools in regard to food service duties. A copy shall be provided each employee affected by this Agreement.

ARTICLE II – RECOGNITION CLAUSE AND ADJUSTMENT COMMITTEE

RECOGNITION CLAUSE

Section 1. Recognition

The School District recognizes AFSCME Council 65 as sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other conditions of employment for:

All Dietary employees employed by Independent School District No. 94, Cloquet, Minnesota, who are Public Employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

Said exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Individual Agreements

The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the exclusive representative as sole representative for said employees.

Section 3. New or Modified Job Class

That in the event the Employer and the exclusive representative are unable to agree to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 4. Definitions

For this contract, the terms “employee,” “personnel,” or “staff members” mean members of this bargaining unit.

ADJUSTMENT COMMITTEE

The Dietary employees through their union organization shall elect an Adjustment Committee of two (2) members. The Clerk of the School Board shall be notified in writing by Local 545 as to the members of this committee. A committee of the School Board shall work with this committee on, new or adjusted job classifications, adjusting salaries or revising policies that affect the working conditions and welfare of the staff.

ARTICLE III -- DURATION

The period of the Dietary Employee Agreement shall be from July 1, 2017 – June 30, 2020.

ARTICLE IV – ASSIGNMENT/PRIORITIES/SENIORITY

Section 1. Assignment: Assignment of dietary personnel shall rest with the Superintendent, Food Service Director, and the School Board.

Section 2. Seniority:

Subd. 1. Definition: Seniority for dietary personnel shall be defined as length of continuous service with the school district. Upon completion of the probationary period, the seniority date of the employee shall include

the probationary period. If there are ties in seniority, union representation will be invited to observe the breaking of such ties by lot or by flip of a coin.

Subd. 2. Seniority List: The superintendent shall maintain a seniority list, which shall show the names of all dietary personnel, initial date of employment and seniority rank. Each employee shall receive a copy of the seniority list.

Subd. 3. Loss of Seniority: A dietary employee will lose seniority for the following reasons only:

- a. Resignation
- b. Involuntary Termination
- c. Failure to return to work when recalled from lay-off

Subd. 4. Temporary Incapacity: Inability of an employee covered by this Agreement to work due to illness or injury shall not result in loss of position. Said personnel shall be entitled to return to regularly assigned positions after sufficient recovery to perform usual and ordinary duties. Maximum length of temporary incapacity shall not exceed 18 months. After 18 months, but prior to 24 months, an employee may petition the superintendent for reinstatement. The decision to reinstate an employee returning from temporary incapacity status shall rest solely with the superintendent and will not be subject to appeal. If making room for the employee requires lay-off(s), the procedures outlined in this contract for seniority determinations, layoffs, bumping, and filling of vacancies shall be followed.

A. **Replacement of Absent Dietary Personnel:**

When the head district cook or head baker at the Senior High School is absent from work, he/she shall be replaced by the next senior employee in the kitchen and that person shall receive the higher rate of pay. When the cook at the Middle School is absent from work, he/she shall be replaced by the next senior employee in the kitchen and that person shall receive the higher rate of pay. When an assistant cook is absent from work she/he shall be replaced by the next senior employee in the kitchen and that person shall receive the higher rate of pay. This section is applicable only during the regular teacher school year as reflected in the school calendar.

Subd. 5. Posting and Filling of Vacancies: If a vacancy is determined by the superintendent to be filled within the dietary category, the school district shall post a notice of open position in all buildings on the designated bulletin boards. The union stewards may request that summer postings be sent to them at designated mail or email address(es). If that request is made prior to or during the summer, the District will mail any summer dietary postings to the union stewards (maximum of two). The union stewards may use school resources to notify other dietary employees of those summer postings. Employees within the dietary department shall be given five (5) working days to apply for said position. The senior qualified applicant, as determined by the school district, given due regard to the reliability, efficiency, ability and qualifications of the individual, shall be transferred to fill the vacancy or newly created position. In the event the vacancy or newly created position is not filled from within the dietary department, the position may be filled from the outside and seniority shall not be a consideration.

Subd. 6. Lay-Offs: In the event of a dietary lay-off or reduction of hours, substitutes and/or probationary personnel shall be laid off prior to dietary personnel. Dietary personnel shall be laid off based on their inverse order of seniority. Employees to be laid off for an indefinite period will have at least two (2) calendar week's notice. In the event of lay-off, dietary personnel who have completed their probationary period, shall, within a period of two (2) years from their last regular working day, be the first dietary person rehired and upon said employee being rehired shall be restored with their seniority, years of service, vacation and sick leave.

Subd. 7. Bumping: In the event of a reduction of force, a reduction in hours worked, or the elimination of a position, a senior dietary employee may exert his/her seniority preference over a less senior employee, provided he/she has the necessary qualifications to perform the duties of the job involved.

Subd. 8. Transfers: When a dietary employee is transferred to a newly posted position, said employee shall have thirty (30) calendar days in which to decide whether to keep the position. If the employee does not want to keep the position, said employee may return to the original assignment with no loss of seniority.

Section 3. Probationary Period for Dietary Personnel: The probationary period for dietary personnel shall be for twelve (12) months. During the probationary period, an employee may be subject to dismissal without recourse.

Qualified dietary personnel may be promoted by administrative recommendations to a position with a higher rate of pay at any time. The probationary period as described in this section is also applicable to all job transfers or promotions. Should the administration, within the probationary period, determine the transferred or promoted employee is incapable of performing the duties of the new job in a satisfactory manner, the employee will be returned to the former position without loss of seniority. Leaves of absence, including sick leave and vacation days, will not be counted toward the probationary period.

Section 4. Outside Employment: A full-time dietary employee who wishes to accept regular outside employment must file an application with the school board for permission to accept such employment--casual and self-employment accepted.

ARTICLE V BASIC SCHEDULES/RATES OF PAY/DUES DEDUCTION

Section 1. Dietary Personnel: The classifications, wages and salaries of dietary personnel reflected in Schedule C, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2017 – June 30, 2020.

Section 2. Overtime Pay: Overtime shall be paid at one and one-half (1½) times the regular pay rate for all work in excess of the regular full-time work week of forty (40) hours, except Sundays and holidays.

- Overtime on Sundays and holidays shall be paid at double the regular pay rate.
- Overtime shall be paid at the pay rate of the individual who is working.
- Overtime must be authorized by the superintendent or the food service director.

Section 3. School Closing: In the event school classes are canceled after dietary personnel report to work, said employees who report to work shall have the option of working three (3) hours at regular pay rates. In the event school is closed during the school day, dietary personnel shall be paid for the remainder of their regular work day. Radio announcements over radio station WKLK Cloquet, personal notifications, other media notices, or robocalls, shall be considered notification of school closings.

Section 4. Payday: Effective with the September 2000 payroll, dietary employees will be paid according to School District Policy 423.10 – Pay Day Schedule – Non-licensed Personnel.

Section 5. Payroll Deductions: Upon authorization of the employee, union dues will be deducted from the employee's salary and the School Board shall make payment of such deductions to the Treasurer of Local 545.

Section 6. PEOPLE Deductions: The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 7. Pay Equity Orders: Any increase in salaries due to pay equity orders shall be negotiated with the exclusive bargaining representative.

ARTICLE VI -- BENEFITS

Section 1. Benefits: The School District shall make available to all dietary employees covered by this Agreement, subject to the limitations set forth in Subd. 5 of this section, the following benefits:

Subd. 1. Hospitalization, Medical and Surgical Insurance:

- A. **Employee/School District Premium Share:** Effective July 1, 1995, hospitalization, medical and surgical benefits will be provided by the school district for all eligible employees. Employees electing dependent coverage shall pay at least \$100.00 per month for dependent coverage with the district bearing the cost of the remainder of the dependent premium.
- B. **Premium Increase:** In the event the dependent premium increases (above the 1994-95 premium), the district shall pay for the first \$25.00 increase, the employee the next \$25.00 increase, and any increase over \$50.00 shall be divided equally between the employee and the district.

Subd. 2. Term Life Insurance: Life insurance shall be provided at school district expense in the amount of \$50,000 to each eligible employee as defined in subdivision five in this article. Employees not qualifying as "eligible employees" but who work at least 20 hours per week will have the option of being provided \$10,000 of life insurance coverage at district expense.

Subd. 3. Long-Term Disability: Long-term disability benefits will be provided at employee expense up to 66 2/3% of the employee's basic salary to maximum benefit of \$3,000.00 per month for each eligible employee. There shall be an elimination period of 60 working days.

- a. All eligible employees shall be required to participate in the group at their own expense.
- b. The salary of each employee shall be increased by the cost of their long-term disability premium.
- c. (A) and (B) will take effect with the January 1996 payroll, which pays the February 1, 1996 long-term disability premium.

Subd. 4. Dental Insurance: Effective April 1, 1996, dental benefits will be paid by the school district at a premium rate of \$26.80 per month per eligible employee with single coverage and that dependent coverage will be paid by the school district at a premium rate of \$46.78 per month per eligible employee. If the total premium rate exceeds the individual rate as stated above, the school district shall pay for the additional cost of premiums for the term of this contract only. If the total premium rate exceeds the dependent rate as stated above, the school district and the employee shall share the premium increase equally.

Subd. 5. Eligibility: To be eligible to receive benefits as provided in this section, i.e., hospitalization, medical and surgical, term life, long-term disability and dental, the dietary employee must be assigned to a position requiring a minimum of eight (8) hours work per day for 167 days per year. Dietary personnel currently receiving benefits shall continue to be eligible for the benefits.

Effective September 1, 1992: hospitalization, medical and surgical insurance coverage only, shall also be made available to dietary employees assigned to a position requiring a minimum of seven (7) hours work per day for 167 days per year. For dietary employees working seven (7) hours per day or more, but less than eight (8) hours per day, the school district shall contribute a pro rata portion of the school district contribution of this benefit for dietary employees working eight (8) hours per day for 167 days per year as set forth in Subd. 1. of this section.

Subd. 6. Duration: Benefits described in Subds. 1, 2, and 4 above shall be in effect on a twelve (12) month basis. However, all benefits shall cease upon termination of employment.

Section 2. Retirement Benefits: Benefits provided in Article VI, Section 1, Subds. 1 and 2 of this Agreement shall be provided eligible employees, who retire from employment with the school district, provided the employee:

- 1) Has been a full-time employee six (6) hours per day, nine (9) months per year, in Independent School District No. 94 for ten (10) consecutive years prior to retirement, and
- 2) Is fifty-five (55) years of age.

Subd. 1. Costs: The full cost of retirement benefits for employees who retired prior to June 30, 1989, shall be paid by the school district for eligible retired employees beginning on their 55th birthday and shall continue until the eligible employee's 65th birthday.

Employees who retire after July 1, 1991, the hospitalization, medical and surgical benefit paid by the school district and the retired employee shall be the same rates as per contract stated in Article VI, Section 1. Benefits, Subd. 1.

For employees retiring after July 1, 1991, hospitalization, medical and surgical future premium costs and increases exceeding both the individual and the dependent rate, the school district and the retired employee shall share the premium increase equally until reaching 65 years of age. The application of the premium to be paid by the school district shall be for the employee's coverage which was in effect at the time of retirement, i.e., individual coverage or family coverage. If the retired employee between 55 and 65 years of age changes insurance coverage from individual to family, the employee shall pay 100% of the dependent premium.

Section 3. Dietary Severance Pay:

Subd.1. Qualification: Effective July 1, 2017, dietary persons who have been employees for at least nine (9) months per year in Independent School District No. 94 for ten (10) years and who are at least fifty-five (55) years of age shall, upon retirement, receive severance pay according to the following schedule:

- Employees who have at least ten (10) years of experience working at least 25 hours per week shall receive \$80.00 for each day of unused sick leave, not to exceed 120 days.
- Employees who have at least ten (10) years of experience but do not have at least ten (10) years of experience working 25 or more hours per week shall receive \$55.00 for each day of unused sick leave, not to exceed 120 days.

Subd.2. Beneficiaries to Receive Earned Severance: Any employee who meets the qualifications for retirement severance pay may designate a beneficiary or beneficiaries who will receive the employee's severance should that employee meet the contract qualifications for severance but die prior to retirement. In order for this payment to be received, it will be the employee's responsibility to designate a beneficiary with the district's business office.

Section 4. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE VII -- LEAVES OF ABSENCE

Section 1. Emergency Leave: Three (3) working days per year may be granted with pay with the approval of the food service director. All such leaves shall be deducted from sick leave. Employees working less than full time (i.e., eight (8) hours per day or 173 hours per month) shall receive prorated emergency leave.

Example: An employee working four (4) hours per day shall receive three (3), four (4) hour emergency leave days per year.

Section 2. Sick Leave: Full-time dietary personnel shall be allowed fifteen (15) days of current sick leave annually for the first five (5) years of employment with the District. Employees initially employed after July 1 shall be allowed one (1) and one-quarter (1/4) days of sick leave for each month (or 173 hours) of continuous employment during the first year but not to exceed fifteen (15) days. After five years of employment with the District, full-time dietary personnel shall be allotted thirteen (13) days of sick leave annually. There will be no limit on the number of sick leave days which may be accumulated from the annual allotment of sick leave days.

Example: Continuing employees will be credited with their allotted days of sick leave on July 1 of each year.

Example: A dietary employee initially employed on November 1 will immediately be credited with ten (10) days of sick leave, which is equivalent of one (1) and one-quarter (1/4) day's times eight (8) months.

Dietary employees working less than full-time shall receive their days of sick leave annually prorated to the number of hours they work.

Example: A first year dietary employee working six (6) hours per day shall receive fifteen (15) sick days or ninety (90) hours per year.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness and/or disability which prevented his/her attendance at school and performance of duties on that day or days. Up to five (5) days of sick leave with pay per school year shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, adult children, or parent.

Note: The 2013 Legislature amended a sick leave law and will study this amendment's impact in the 2014 legislative session. This law, as long as it is in place, takes precedence over the above contract language. The law reads as follows:

An employer may limit the use of personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

Section 3. Misuse of Sick Leave: If misuse of sick leave is suspected, the building administrator and executive representative will meet with the employee, and at the employee's option, another representative. After this meeting, the administrator may ask the employee for a medical certificate from a qualified physician at such time as the employee requests future sick leave for up to one (1) year from the date of this meeting. The school or district administration may request verification for sick leave taken of three consecutive days or more. This verification may be from a physician, medical clinic, or from the District's school nurse.

Section 4. Accumulated Sick Leave: There shall be no limit as to the number of days of sick leave which an employee may accumulate.

Section 5. Personal Leave: Each dietary employee shall receive two (2) working days with pay (based on their regular work day) per year, non-accumulative, for personal reasons. Personal leave shall not be deducted from sick leave. Personal leave shall be allowed to be taken in half-day increments, but only if appropriate substitutes are available and the half-day leave is approved by the building principal or immediate supervisor. A half-day shall be defined as half of the normal workday for the employee who is requesting the leave.

If an employee uses two (2) or fewer days of sick leave within one full school year of employment, an additional one (1) personal leave day with pay will be granted the following school year, or the employee may choose to be reimbursed for that personal day. Reimbursement shall be at the hourly rate for the employee substitutes. This additional day is non-cumulative, so the maximum of personal days in a school year would be three (3).

Section 6. Unpaid Leave: A maximum of ten (10) days of unpaid leaves of absence may be taken by a dietary employee annually with prior approval of the food service manager.

Section 7. Bereavement Leave: Bereavement leave shall be granted when there is a death in the immediate family that causes the employee to lose working time. Immediate family is defined as an employee's spouse, parents, step-parents, children, step-children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse. The bereavement leave shall not exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way; four (4) scheduled working days if the distance traveled is more than 400 but less than 800 miles one way; or five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in case of death of a spouse or child. This benefit does not apply to long-term substitutes working less than one-half year. Bereavement leave used shall be deducted from accumulated sick leave.

ARTICLE VIII -- HOLIDAYS

Section 1. Paid Holidays: Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day, Labor Day and Memorial Day shall be granted with pay on a prorated basis. Good Friday shall also be granted with pay on a prorated basis. For example: An employee working three (3) hours per day shall receive seven (7), three (3) hour holidays per year.

ARTICLE IX -- HOURS OF SERVICE

Section 1. Work Week: Forty (40) hours shall constitute a regular work week.

Section 2. Building Hours: The specific work hours at any individual building may vary according to the needs of the school district. The specific work hours for each employee will be designated by the food service director. There shall be no split shifts unless mutually agreed upon between the union and the employer.

Section 3. Summer Work: All summer work associated with the dietary department shall be offered to dietary employees on a seniority basis.

Section 4. Banquets: Banquets shall be worked by dietary personnel and offered on a district-wide seniority basis. Employees working the banquets will be paid a flat rate of \$18.00 per hour.

ARTICLE X -- WORKERS' COMPENSATION

Section 1. Reporting Injuries: All injuries sustained, no matter how trivial they appear to be, must be reported to the superintendent's office within twenty-four (24) hours of the time of the accident.

Section 2. Compensation: Any employee who is injured in the line of duty shall receive such compensation and expenses prescribed by the Workers' Compensation Law of the State of Minnesota. Such compensation shall be supplemented with an amount sufficient to maintain the employee's regular salary for a period not to exceed accumulated sick leave. Sick leave shall be charged only for that portion in excess of the Workers' Compensation payment. Compensation will be based on the salary rate at time of injury and shall not increase during the period of time employee is receiving Workers' Compensation.

ARTICLE XI -- RETIREMENT

Section 1. Health and Physical Disability: The school board reserves the right to retire an employee if said employee is unable to perform the duties satisfactorily because of poor health or physical disability.

Section 2. Pensions: All dietary employees of the school district are required to become members of retirement funds under the Laws of the State of Minnesota.

ARTICLE XII -- MEDICAL EXAMINATION

Section 1. Physical Examination:

- a. The school board may require a physical examination of any employee at such time as deemed necessary. The cost of the examination shall be paid by the district.
- b. An employee who is not able to return to duty on the day following two (2) weeks of illness or injury shall present a certificate of ableness from a physician to the superintendent upon his/her return to work.
- c. An employee who has been absent from work because of a nervous disorder must present a satisfactory report from a physician to the superintendent before returning to work.
- d. An employee must have the permission of the superintendent to return to work if it is necessary for said employee to use crutches or if portions of the employee's body are bandaged or in slings or if the condition of the body is of such a nature as to attract undue attention.

ARTICLE XIII -- REQUEST TO SCHOOL BOARD

Section 1. Procedure: All employees are encouraged and shall be given opportunities to express their wishes to the school board. However, all complaints and requests shall be made through appropriate channels. There are two (2) appropriate channels through which the wishes of the employees may reach the superintendent of schools and the school board.

1. Through an authorized committee or president of an officially recognized employee organization.
2. Through line of authority.
3. If employees wish to express a concern about a supervisor, they may speak directly with the following supervisor in the line of authority. They may bring a union representative with them if they so choose.

ARTICLE XIV -- MAINTENANCE OF MEMBERSHIP

Employees occupying positions covered by this Agreement, after thirty (30) days beyond the probationary period, must become members of Local 545 and must remain members in good standing thereafter.

ARTICLE XV -- DISCIPLINE

The disciplinary process described herein is designed to utilize progressive steps and, where appropriate, to produce positive corrective action.

Section 1. Probationary Period - Upon completion of the probationary period, an employee shall be disciplined and discharged only for just cause. Disciplinary action shall be progressive and follow the steps listed below:

1. Oral warning;
2. Written warning;
3. Suspension (paid or unpaid) and/or demotion, and
4. Discharge.

In cases of serious misconduct or incompetence, discipline need not be progressive and may for a first offence involve an appropriate suspension or discharge. Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct.

Section 2. Procedures for Administering – In an instance where any form of discipline is imposed, the employee's supervisor will:

1. Advise the employee of any inadequacy, deficiency of conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date/time, and nature of the oral warning.
2. Provide directives to the employee to correct the conduct or performance.
3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
5. Specify the expected level of performance or modification of conduct to be required from the employee.

Section 3. During an investigative process, employees have the right to request to have a union representative present during an interview when the employee reasonably believes that the interview is likely to result in disciplinary action (Weingarten Rights). Management is not required to inform the employee of these rights; but once an employee requests representation, management has three options:

1. Grant the request and delay questioning until the union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
2. Deny the request and end the interview immediately; or
3. Give the employee a clear and voluntary choice between having the interview without representation or ending the interview.

Section 4. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. A record of an oral reprimand may be entered into the personnel record. An employee shall receive a copy of all evaluative and disciplinary entries into their own personnel record and shall be entitled to provide a written response to those entries which shall be placed with the entry into the employee's record. The employee must provide that written response within 15 calendar days from the time the employee is notified of the record.

ARTICLE XVI -- GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean a disagreement between the employee and the school board as to the interpretation of any terms of any contract required under PELRA.

Section 2. Representative: The employee, superintendent, or school board may be represented during any step of the procedure by a person designated to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Variation from Procedure: The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits will result in a forfeit of the grievance, or, in the case of the employer, shall constitute a denial of the grievance.

Subd. 2. Days: "Days" mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes, or non-duty days during the school year.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, legal holiday, or non-duty day during the school year, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, legal holiday, or non-duty day during the school year.

Subd. 4. Filing or Service: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period or is received within the time period through personal service.

Section 4. Step One: Any grievance must first be submitted in writing to the superintendent within twenty (20) days after the date of the event or through the use of reasonable diligence, the employee should have had knowledge of the occurrence that gave rise to the grievance. An effort may first be made to adjust an alleged grievance informally between the employee and the parties. The superintendent will answer the employee in writing within fifteen (15) days of receipt of the written grievance.

Section 5. Step Two: In the event the grievance is not resolved in Section 4, the employee may submit an appeal to the school board in writing within ten (10) days of the receipt of the superintendent's decision. The school board will set a date, which is mutually agreeable for hearing the appeal within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the school board shall issue its decision in writing to the parties involved.

Section 6. Arbitration Procedures: Any controversy or dispute which has been submitted to the grievance procedure and not there resolved may be submitted to arbitration as defined herein.

Subd. 1. The employee must submit his request to arbitrate to the superintendent's office within ten (10) days of receipt of the school board's decision.

Subd. 2. Selection of the Arbitrator: The school board, the employee and his/her representative will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the school board and the employee are unable to agree on an arbitrator, they will request from the Director of BMS a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. The remaining arbitrator shall hear and decide the grievance.

Subd. 3. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 4. Decision: Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

Subd. 5. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 6. Jurisdiction: The arbitrator shall not have the power to add, to subtract from, or to modify in any way, the terms of the existing Agreement.

Subd. 7. Processing of Grievance: Processing of all grievances shall be during the normal work day whenever possible and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their participation in a grievance proceeding is as follows:

- A. The number of employees equal to the number of persons participating in the Grievance proceeding on behalf of the public employer; or
- B. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

**SCHEDULE C
CLASSIFICATION AND WAGES
DIETARY PERSONNEL
2017-2018**

CLASSIFICATIONS	YEAR 1	YEAR 3	YEAR 6
Head District Cook - Senior High	\$ 18.64	\$ 19.01	\$ 19.39
Baker Head - Senior High	\$ 17.52	\$ 17.87	\$ 18.23
Cook - Middle School	\$ 17.52	\$ 17.87	\$ 18.23
- Washington Elementary	\$ 17.52	\$ 17.87	\$ 18.23
- Churchill Elementary	\$ 17.52	\$ 17.87	\$ 18.23
- Garfield Community Center	\$ 16.71	\$ 17.04	\$ 17.39
Cook Helpers	\$ 15.38	\$ 15.69	\$ 16.00
Truck Driver	\$ 18.45	\$ 18.82	\$ 19.20

**SCHEDULE C
CLASSIFICATION AND WAGES
DIETARY PERSONNEL
2018-2019**

CLASSIFICATIONS	YEAR 1	YEAR 3	YEAR 6
Head District Cook - Senior High	\$ 18.97	\$ 19.35	\$ 19.73
Baker Head - Senior High	\$ 17.83	\$ 18.18	\$ 18.55
Cook - Middle School	\$ 17.83	\$ 18.18	\$ 18.55
- Washington Elementary	\$ 17.83	\$ 18.18	\$ 18.55
- Churchill Elementary	\$ 17.83	\$ 18.18	\$ 18.55
- Garfield Community Center	\$ 17.00	\$ 17.34	\$ 17.69
Cook Helpers	\$ 15.65	\$ 15.96	\$ 16.28
Truck Driver	\$ 18.77	\$ 19.15	\$ 19.53

**SCHEDULE C
CLASSIFICATION AND WAGES
DIETARY PERSONNEL
2019-2020: "Me-To" with TMA**

CLASSIFICATIONS	YEAR 1	YEAR 3	YEAR 6
Head District Cook - Senior High			
Baker Head - Senior High			
Cook - Middle School			
- Washington Elementary			
- Churchill Elementary			
- Garfield Community Center			
Cook Helpers			
Truck Driver			

2019 – 2020 Salary Schedule (“Me-Too”)

- The 2019 – 2020 salary schedule shall increase by the same percentage as the increase in the teachers’ union salary schedule for that school year.

Progressing Steps

- Year one, on the salary schedules is the first year of employment as a dietary union employee.
- Placement on the salary schedule”
 - Employees move steps after July 1.
 - Employees hired prior to December 31, get credit for the full year for moving steps. Employees hired after December 31, do not get credit for the full year of employment until the end of the following school year.

SENIORITY LIST -- DIETARY PERSONNEL**SEPTEMBER 12, 2018**

	EMPLOYEE	SENIORITY STARTING DATE
1	Whelan, Phyllis	April 7, 1997
2	Manty, Nancy	September 3, 2002
3	Yellin, Veronica	September 4, 2007
4	Bassett, Penny	October 20, 2008
5	Doty, Lindsey	January 24, 2012
6	Isaacson, April	March 19, 2012
7	Moynan, Rhonda	December 1, 2012
8	Moen, Mary	August 25, 2014
9	Wirtanen, Amy	September 1, 2015
10	Sparring, Carol	September 1, 2015
11	Baker, Patsy	September 1, 2015
12	Werhan, Kim	September 1, 2015
13	Wuollet, Rachel	September 1, 2015
14	Perttula, Janice	September 1, 2015
15	Woodward, Diane	October 27, 2015
16	Speyerer, Heike	October 27, 2015
17	Martin, Christy	February 23, 2016
18	Dahl, Rosalee	March 21, 2016
19	Vacek, Karen	September 19, 2016
20	Schneberger, Becky	October 3, 2016
21	Dougherty, Carmen	November 21, 2016
22	Hietala, Angeline	September 6, 2017
23	Peterson, Lindsey	September 6, 2017
24	Hills, Melissa	October 9, 2017
25	Belden, Tara	August 28, 2018
26	Black, Jean	September 5, 2018
27	Hartwig, Debra	September 5, 2018