

MASTER AGREEMENT

2019-2021

between

INDEPENDENT SCHOOL DISTRICT NO. 876

ANNANDALE, MINNESOTA

and

**The Annandale Custodians Association –
Education Minnesota EASRP / NEA / AFT
Local No. 7006**

Representing

The Custodians, Groundspersons, and Custodial Cleaners

of the School District



Effective Dates: July 1, 2019 through June 30, 2021

CUSTODIAL AGREEMENT

ARTICLE I PURPOSE

Section 1. Parties: **THIS AGREEMENT** is entered into between Independent School District No. 876, Annandale, Minnesota (hereinafter referred to as the School District) and the Annandale Custodians Association - Education Minnesota EA/SRP Local No. 7006 (hereinafter referred to as the exclusive representative or the A.C.A.) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the P.E.L.R.A.), to provide the terms and conditions for custodians during the duration of this agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes the A.C.A. as the exclusive representative of the custodians, groundspersons, and custodial cleaners employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in ARTICLE III, Section 2 of the Agreement and the P.E.L.R.A. and in certification by the Commissioner of the Bureau of Mediation Services.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: “Terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of employees. “Terms and conditions of employment” is subject to the provisions of the P.E.L.R.A.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean all persons employed by Independent School District No. 876,

Annandale, Minnesota, in the following classifications: custodians, groundspersons, and custodial cleaners, but excluding the following: confidential employees, supervisory employees, essential employees, skilled craft employees, substitute employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the work week in the employee bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees. [BMS Case No. 90-PCL-3199]

Section 3. School District: Any reference to the School Board or School District in this Agreement shall mean the School Board or its designated officials or representatives.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the school district within its legal limitations and with the primary obligation to provide educational opportunity for students of the School District.

Section 3. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives, and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and

management functions not expressly delegated in this Agreement are reserved to the School District and its designated representative.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent to rights of the exclusive representative.

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

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members. Upon receipt of the Education Minnesota membership form, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay the exclusive representative in 24 equal installments beginning with the first pay period in August. Deductions shall be made each pay period and transmitted to the designated organization, together with a list of names of the employees from whom the deductions were made.

Section 4. School Board Information Packet: The ACA President shall have access to the public copy of the School Board agenda and proceedings either by request to the Superintendent or any building principal at reasonable times during normal School District business hours. Copies of specific documents may be requested at ACA expense according to School District policy.

Section 5. Union Activity Leave: The School District will provide reasonable time off to elected/appointed officials of the ACA for the purpose of conducting the business of the ACA. Arrangements for such time will be made by written request of the ACA President and with the approval of the Superintendent. Such leave time will be without compensation by the school district.

Section 6. Use of Facilities: The ACA shall have the privilege of the use of school facilities, for regular union meetings. Requests and approval for such meetings shall be through the building principal.

Section 7. Publication/Distribution of Master Agreement: There shall be three signed copies of the final contract for purposes of record. One retained by the School District, one by the exclusive representative, and one by the Superintendent.

Subd. 1. New Hires. All newly hired employees subject to this Master Agreement shall upon initial employment receive a copy of this Master Agreement from the School District.

Section 8. Union Meetings. The ACA will be provided time to conduct union meetings with members of the bargaining unit. This time will be held outside of the student contact days, so as not to impede the normal flow of district operations. Notice of such meetings will be given to the Superintendent in a reasonable time period prior to the meeting.

Section 9. Access to Membership Lists. By October 1st of each school year, the District shall provide in electronic form to the Union the names, addresses, telephone numbers, e-mail address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a quarterly basis or on request if personnel employment changes, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled within five days upon request.

Section 10. Maintenance of Membership. Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the Union. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of dues-checkoff authorization submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all provisions agreed to by the employee as stated in the authorization.

When a bargaining member has so authorized a dues deduction, such authorization cannot be cancelled and will be secure for a twelve month commitment for each member, which will renew on an annual basis unless revoked according to the guidelines as determined by Education Minnesota. Cancellations must be in writing, and forwarded to the Payroll Office within that week.

ARTICLE VI HOURS OF SERVICE

Section 1. Basic Work Day: The regular work week, exclusive of lunch, shall be forty (40) hours for regular employees.

Section 2. Basic Work Year: The regular work year shall be prescribed by the School District each year for regular employees.

Section 3. Part-time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of regular employees.

Section 4. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School District.

Section 5. Duty Free Lunch: Regular full-time employees shall be granted a daily thirty (30) minute lunch period. Compensatory time shall be granted, during the same workday, for interrupted lunch periods.

Section 6. Rest Breaks:

Subd. 1. All regular full-time employees shall be granted two (2) fifteen (15) minute rest breaks during each workday.

Subd. 2. Part-time employees, working at least four (4) hours daily, shall be granted one (1) fifteen (15) minute rest break during each workday, provided that a lunch period does not fall within their regular shift.

Subd. 3. Employees who for any reason work more than 2 hours beyond their regular quitting time shall receive an additional fifteen (15) minute rest break at the end of their regular shift.

Section 7. School Closing: In the event that school is closed for any reason and the employees are not required to perform services, the employees' compensation shall be reduced accordingly, unless, with the approval of their immediate supervisor and the Superintendent, they arrange to make up the lost hours or opt to use vacation time.

**ARTICLE VII
RATES OF PAY**

Section 1. Effective Date: The wages and salaries reflected in salary schedule included shall be a part of this Agreement and shall be effective as provided herein for a period as provided in the Duration Clause of this Agreement.

Section 2. Classifications: Classification levels for compensation purposes shall be one group: custodian. The job description for the group shall be established according to School District policy. The current job description of the group is included for informational

purposes only. Changes to the job descriptions affecting employees covered by this Agreement shall be made available to the exclusive representative.

Section 3. Step Increase Status: Eligible employees shall advance steps as agreed to pursuant to this Agreement effective July 1, 2019 and one step on July 1, 2020. In the event a successor Agreement is not entered into prior to July 1, 2021, an employee shall remain at the same step as compensated during the 2020-2021 contract year until a successor Agreement is reached.

Section 4. Withholding Step Increase. An individual employee's salary advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds upon 30 days written notice by the district to the affected employee. An action withholding a salary increase shall be subject to the grievance procedure.

Section 5. Overtime Pay: Overtime required and authorized by the Superintendent shall be paid at the rate of time and one-half (1-1/2) for all hours over forty (40) working hours in the week.

Subd. 1. Double time (2) will be paid for actual hours worked on holidays, plus the employee's regular holiday pay.

Subd. 2. Double time (2) will be paid for actual hours worked on Sundays provided such work time is in excess of the regular forty (40) hour week. If an employee is required to work on Sunday and has not met the forty (40) hour weekly standard, then the employee shall be paid at the rate of time and one-half (1-1/2) for actual hours worked on such day.

Section 6. Emergency Calls/Call Backs:

Subd. 1. The minimum time on an authorized call back shall be one (1) hour at time and one-half (1-1/2). ACA members will be paid for the actual response time of the emergency. In addition, ACA members will be paid a flat fee of \$50 for each emergency call or callback to the school building. Time will be calculated from the time the member leaves their residence until they return home. Authorized call backs shall be those authorized or approved by the Superintendent or immediate supervisor.

Subd. 2. The School District will provide up to \$125 per year, \$250 per contract, to each ACA custodian toward the purchase of closed toed work boots or shoes. No sandals or clogs. ACA Employees must submit a receipt before receiving reimbursement. Any individual allowances not used by July 1 of each year, will be transferred back to the general funds ongoing balance.

Section 7. Night Shift Differential Pay: Night shift is defined as any shift which begins at 12:00 P.M. or later.

Subd. 1. Employees covered by this Agreement shall be paid a night shift differential of **\$.65 (sixty-five cents)** per hour for the duration of this Master Agreement.

Section 8. Special Projects. The School District may occasionally determine to create special work projects that would normally be within the scope of ACA bargaining unit work but cannot be accomplished within the normal work week of the ACA bargaining unit. Before offering these projects to members of other bargaining units or external entities, the following will Apply:

Subd. 1. If the rate of pay for the project is equal to or greater than one and one-half (1.5) times the highest hourly pay rate for the ACA bargaining unit, the School District will post the project for five (5) working days, and if there are ACA unit applicants for the project, the project will be assigned to the senior applicant(s).

Subd. 2. If there are no ACA unit applicants for the special project, then the School District may offer the project to other interested entities.

Subd. 3. Project work may not be completed while the employee is on paid leave, unless it is mutually agreed to by the School District.

Subd. 4. The project posting shall include a description of the work, the hourly pay rate, the anticipated number of hours required, the deadline for project completion, and applicable dates for posting and application.

Subd. 5. If the rate of pay for the project is less than one and one-half (1.5) times the highest hourly pay rate for the ACA bargaining unit, then Section 8 above will not apply.

Section 9. Weekend Security Checks. Weekend security checks (April 16 through October 14) will be conducted once per day. Employees covered by this Master Agreement will be paid at the same rate as is paid under the Head Custodian Master Agreement.

Section 10. Workshops and Career Development, Employees required by the district to attend training shall have all the training, training materials and their time paid for by the district.

Section 11. Boiler License. ACA members who have a current Special Boilers License shall be paid an additional \$.40 per hour. Those with a Second Class Boiler License or higher will receive up to \$1.00 per hour for the duration of this Agreement.

Section 12. Night Lead Position Will follow Grade 10 on Pay Scale

**ARTICLE VIII
GROUP INSURANCE**

Section 1. Health and Hospitalization Insurance:

Subd. 1. Effective July 1, 2019, the School District shall make an annual contribution toward the cost of the premium for medical/hospitalization insurance on behalf of each custodian employed by the School District who qualifies for and is enrolled in one of the group medical/hospitalization plans offered. The amount of this contribution shall depend on the plan the custodian selects from among the group plans available through the School District. See included plan options and corresponding District contributions for each plan.

Subd. 2 During the 2019-21 school years, members of the Annandale Custodial Association who qualify for health and hospitalization insurance coverage and who choose to waive this coverage will receive an additional \$2.25 per hour.

Subd. 3. In no event shall the insurance premium as outlined in Subd. 1 be applied to any insurance coverage other than the School District approved health and medical plan.

Subd. 4. Any health insurance premium not covered by the School District's contribution will be deducted through payroll from the employee's current salary using the Flexible Benefit Plan, unless the employee elects not to utilize said plan and notifies the School District.

Section 2. Long Term Disability Insurance: The School District will pay in full the premium for a long term disability insurance plan for each eligible employee covered by this Agreement. In no event shall an employee receive cash or other insurance in lieu of all or part of the insurance premium as outlined in this section.

Section 3. Term Life Insurance: The School District will pay in full the premium for a term life insurance policy in the amount of \$50,000 for each eligible employee covered by this Agreement up to the age of 70. The amount of the term life insurance policy for employees ages 70-74 shall be \$25,000 and \$15,000 for employees ages 75 and older. Employees shall have the option of purchasing additional coverage within the parameters allowed by the group insurance carrier.

Section 4. Dental Insurance:

Subd. 1. All eligible employees shall have the option of purchasing coverage under the District's group dental plan.

Subd. 2. The cost of the dental insurance premium shall be borne by the employee and paid through payroll deduction.

Subd. 3. In no event shall the insurance premium as outlined in Subd. 1 be applied to any insurance coverage other than the School District approved dental insurance policy.

Section 5. General Provisions:

Subd. 1. Persons on recognized leave shall have the right to continue as part of the group if they are eligible, but shall during the leave pay the premium unless the leave provision provides for the School District to pay a share of the premium as provided by law.

Subd 2. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company thereunder shall be controlling as to matters concerning benefits, eligibility, termination of coverage, and other related matters.

Subd. 3. Selection: The selection of the insurance carrier and policy shall be made by the School District

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further 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.

Section 7. Duration of Insurance Contribution: An employee covered by this Agreement is eligible for School District contributions as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all District participation and District contribution shall cease, effective on the last working day unless otherwise provided for under this Agreement.

Section 8. Eligibility: Full benefits provided in this Article are designed only for regular employees who are employed at least 1820 hours in each fiscal year. Part time employees, covered under this Agreement, who are employed less than 1820 hours in a fiscal year, shall not be eligible for benefits in this Article.

Subd. 1. Employees with Multiple Assignments. An employee covered under this Agreement, who has assignments in other classifications/units in the School District, shall have access to benefits in this Article provided that the total hours worked for the School District in a fiscal year meet the requirements for eligibility in Section 8 above. Costing to the unit covered by this Agreement for such employees shall be prorated according to the percentage of full-time (2080 hours) they are employed in said unit by the school district in a fiscal year.

**ARTICLE IX
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. Each employee shall earn sick leave at the rate of one day for each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's regular work day. The final determination as to the eligibility of an employee for sick leave is reserved to the School District.

Subd. 2. Unused sick leave day may accumulate to a maximum credit of (150) days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to any of the following reasons which may have prevented attendance at his/her worksite and performance of his/her duties on that/those day(s).

- a. Absence because of personal illness, incapacitating physical disability, or exposure to a contagious disease requiring quarantine.
- b. Attendance for absences due to a serious illness of an injury to the employee's immediate family. This shall include a child, as defined in Section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent or stepparent or the employee.
- c. Medical or dental appointments that cannot be reasonably scheduled outside the regular work day.
- d. The Superintendent may grant reasonable requests to use sick leave to cover Unusual situations, at the sole discretion of the Superintendent. i.e. the Superintendent may allow sick leave for an employee's parent-in-law.

Subd. 4. The School District may require an employee to furnish a medical certificate from a physician as evidence of illness or injury, indicating such absence was due to illness in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised before the employee returns to work.

Subd. 5. In the event a medical certificate is required, the employee shall have the option of visiting a physician of the School District's choosing, in which case the School District shall pay for the medical fee; or the employee may visit, at his/her own expense, the physician of his/her choice.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized School District sick leave pay request form.

Subd. 8. Annandale Custodian Association unit members may donate up to 3 days of vacation leave to a member who finds it necessary to take leave beyond the available accumulated days they have earned. If available accumulated leave and donated days combined are not enough to cover the total leave time, leave days will be without pay.

Subd. 9. Employees who are absent more than their days of accumulated sick leave will have deductions made from their salary at their individual hourly/daily wage for each day of absence in excess of their accumulation. Absence for less than one day shall be prorated on the above rate of deduction.

Subd. 10. An ACA employee may use sick leave benefits provided by the School District for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

This time is limited to 160 hours in any 12-month period. This limit does not apply for care of a child under 18 years of age or under 20 who is still in secondary school.

Section 2. Child Care/Adoption Leave:

Subd. 1. A child care leave shall be granted by the School District subject to the provisions of this section, to one (1) parent of a child. This leave shall include cases of adoption and the extended illness of a child.

Subd. 2. An employee making application for child care leave shall inform the superintendent in writing of intention to take the leave at least sixty (60) calendar days before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The effective beginning date of such leave and its duration, shall be determined by the Superintendent and submitted to the School Board for its action. In

recommending the date of commencement and duration of the leave, the Superintendent shall review each case individually taking into account the following:

1. The desires of the employee
2. The specific employment duties of the employee involved
3. The health and welfare of the employee or unborn child
4. The recommendation of the employee's physician
5. Any other relevant criteria

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration
2. Permit the employee to return to his/her employment prior to the date the request for child care leave unless an alternate date of return is agreed upon by both parties.

Subd. 6. If the employee complies with all provisions of this Section and a child care leave is granted by the School Board, the School Board shall notify the employee in writing of its action.

Subd. 7. An employee returning from child care leave shall be re-employed in a position for which he/she is qualified commensurate with a position occupied prior to the leave, subject to the following conditions.

1. That the position has not been abolished
2. That he/she is not physically or mentally disabled from performing the duties of such position

Subd. 8. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension of the leave.

Subd. 9. The parties agree that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 10. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of the Agreement at the commencement of the leave. The

employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 11. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this section.

Subd. 12. Leave under this Section shall be without pay or fringe benefits, except as agreed to in Subd. 11 above.

Section 3. Military Leave: Military leave shall be granted to an employee pursuant to Minnesota Statutes, Chapter 192, and other applicable laws.

Section 4. Jury Duty Leave: Leave of absence for jury duty will be granted by the School District for jury duty service and an employee will receive his/her regular rate of pay, but must assign to the School District such compensation as they receive for serving on jury duty (excluding mileage allowance)

Section 5. Bereavement Leave:

Subd. 1. In the case of death in the immediate family (immediate family shall mean the employee's spouse, child, brother, sister, parent, parent-in-law, grandchild or son/daughter-in-law), up to five (5) days leave per occurrence with full pay shall be allowed.

Subd. 2. In the case of death in the close family (close family shall mean the employee's brother-in-law, sister-in-law, grandparent, or grandparent-in-law), up to three (3) days leave per occurrence with full pay shall be allowed.

Subd. 3. Up to one day of leave with full pay shall be granted to an employee to attend the funeral of a relative other than those relatives specified in Subd. 1 and Subd. 2 of this Section.

Subd. 4. In all other cases, bereavement leave without pay may be granted at the discretion of the Superintendent.

Subd. 5. Days granted under this Section shall not be deducted from accumulated sick leave. The particular amount of leave permitted under this Section shall be at the discretion of the Superintendent depending upon the circumstances surrounding the death.

Section 6. Workers Compensation:

Subd. 1. Pursuant to M.S. Ch. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance, may draw sick leave and

receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from sick leave.

Subd. 2. A deduction shall be made from the employee's sick leave accrual time according to the pro rata portions of days of sick leave which is used to supplement worker compensation.

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

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

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers Compensation Act, who elects to receive sick leave pursuant to this policy shall display his/her Workers Compensation check to the School District prior to receiving payment for the School District for this absence.

Section 7. Family Leave Act: Any leaves not addressed in the above subdivisions of this Section and addressed in the Federal Family and Medical Leave Act or Minnesota Statute 181.940 - 181.943 shall be applied pursuant to the respective provisions of the referenced laws.

Section 8. Accrued Benefits - Unpaid Leaves: An employee on an unpaid leave pursuant to this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return.

Section 9. Accrued Benefits - Paid Leaves: An employee on sick leave and/or Workers Compensation, shall be eligible for holiday pay and shall be entitled to normal accruals for sick leave and vacation during any month in which the employee actually performs services. However, an employee shall not be eligible for holiday pay or accrual of sick leave or vacation during the month in which the employee does not perform services because of absence on paid sick leave or during the entire month the employee is being compensated by Worker Compensation or long-term disability.

Section 10. Seniority: For purposes of seniority standing, an employee on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.

ARTICLE X VACATIONS

Section 1. Eligibility: All 52-week employees shall be eligible for paid vacation days.

[See attachment]

Section 2. Accrual.

Subd. 1. Paid vacation is earned on an annual basis at the rate of ten (10) days per year, accruing monthly at a rate of 6.67 hours per month.

Subd. 2. Paid vacation shall be at the rate of one (1) additional day per year after two (2) and up through seven (7) years of service to the School; earning a maximum of 15 days per year. Except that employees hired after July 1, 1998 and prior to July 1, 2020, shall accrue paid vacation at the rate of one (1) additional day per year after five (5) and up through ten (10) years of service to the School District.

Subd. 3. Employees hired after July 1, 1998 and prior to July 1, 2020 with ten (10) and up through fifteen (15) years of service to the School District shall be fifteen (15) days per year.

Subd. 4. Employees hired after July 1, 1998 and prior to July 1, 2020 with fifteen (15) years of service to the School District shall be one (1) day of paid vacation for each year of service to the School District to a maximum of twenty-five (25) days after twenty-five (25) years of service to the School District.

Subd. 5. Each employee will be allowed to take an annual maximum of ten (10) vacation days on student contact days, however this maximum may be waived in individual circumstances with prior approval of the Superintendent.

Subd. 6. Employees will take vacation time in minimum increments of 1 hour, however this minimum may be waived in individual circumstances with prior approval of the Superintendent.

Subd. 7. Vacation must be used within one year of the time during which the vacation was earned, except that up to ten (10) days of unused vacation leave may be carried over by the employee each fiscal year.

VACATION DAYS

<u>Years of Service</u>	<u>Days per year</u>
1	10
2	10
3	11
4	12
5	13
6	14
7	15

VACATION DAYS FOR EMPLOYEES HIRED AFTER 7/1/1998 AND BEFORE 7/1/2020

<u>Years of Service</u>	<u>Days per year</u>
1	10
2	10
3	10
4	10
<u>5</u>	<u>10</u>
6	11
7	12
8	13
9	14
<u>10</u>	<u>15</u>
11	15
12	15
13	15
14	15
<u>15</u>	<u>15</u>
16	16
17	17
18	18
19	19
<u>20</u>	<u>20</u>
21	21
22	22
23	23
24	24
25	25

Section 3. Payment: Vacation pay shall be based on an employee's regular hourly/daily rate of pay.

Section 4. Scheduling:

Subd. 1. Employee requests for vacation leave during the regular student year shall generally be granted “first requested, first honored” subject to the operational needs as determined by the School District. Summer vacation requests made by May 1 shall be honored “first requested, first honored” ***[NOTE: Summer vacation will be defined as the period from the last day of the regular student year until the first teacher workshop day of the subsequent school year]***. Summer vacation requests made after May 1 shall be honored according to seniority. Vacation leave shall be scheduled so that at least one custodian is on duty in each building at all times, unless otherwise approved by the Superintendent. Employees hired between January 1 and July 1 are not eligible for vacation as a matter of right until July 1 of the following year, but may be permitted to take vacation at the discretion of the School District.

Subd. 2. All vacations shall be with the prior approval of the Superintendent and the employee's immediate supervisor, except that three (3) days vacation leave per year may be taken for personal reasons without prior approval; provided that not more than two (2) days for personal reasons are consecutive.

- a. Requests for vacation time without prior approval shall be made in writing to the employee’s supervisor at least three (3) days in advance.
- b. Vacation time without prior approval shall not be granted for the day preceding or the day following holidays or vacations, and the first five (5) days and the last five (5) days of the school year.
- c. Other emergency requests for such time may be approved in the sole discretion of the Superintendent.

Section 5. Termination of Employment: If an employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days utilized deducted from the final check. An employee who has completed at least one (1) year of service shall be entitled to receive prorated pay for unused vacation time provided that such employee notifies the School District at least two weeks in advance notice of his/her resignation time.

Section 6. Vacation days falling on legal paid holidays shall not be deducted from vacation time.

ARTICLE XI HOLIDAYS

Section 1. Paid Holidays: Eligible employees shall be granted the following paid holidays that occur during the employee's regular work year:

1. New Year's Day
2. President's Day (can be changed at the discretion of the Superintendent)
3. Good Friday
4. Memorial Day
5. Fourth (4th) of July
6. Labor Day
7. Thanksgiving Day
8. Friday after Thanksgiving Day
9. December 24
10. December 25
11. December 31

Section 2. Holiday Schedule: The holiday schedule will be posted in advance for the coming school year.

Section 3. Weekend Holidays: Holidays that fall on weekends will be observed on the regular workday either preceding or following that holiday as established by the School Board.

Section 4. Eligibility: In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless he/she is on sick leave, vacation, or other paid leave.

Subd. 1. Employees on an unpaid leave of absence shall not be eligible for holiday pay.

Section 5. Application: This Article shall provide paid holidays to all 52-week employees covered under this Agreement

Subd. 1. Employees with Multiple Assignments. An employee covered under this Agreement, who has assignments in other classifications/units in the School District, shall have access to paid holidays in this Article provided that said employee's total employment in the

School District is 52 weeks. Costing to the unit covered by this Agreement shall be only for those paid holidays which fall during said employee's employment in said unit.

ARTICLE XII VACANCIES AND JOB POSTING

Section 1. Posting of Vacancies: When a permanent job position covered by this Agreement is vacant, the vacancy will be posted. A permanent job position is one that is anticipated to last more than six (6) months. The posting of the vacancy shall contain a description of the position, the immediate supervisor, the rate of pay, and shall be posted for ten (10) working days in each building. A position may be temporarily filled pending completion of the posting and application procedures. The A.C.A. shall receive a copy of all such postings.

Section 2. Application for Vacancies: An employee covered by this agreement may apply for any vacant position for which he/she is qualified by filing a written application for transfer to the Superintendent and the immediate supervisor of the vacant position within ten (10) working days from the date of posting. The District shall consider all timely applications from the bargaining unit before filling any vacancy.

Section 3. Filling of Vacancies: Notice of the candidate selected to fill the vacancy shall be given within twenty-five (25) working days after the closing of the posting.

Section 4. New Position:

Subd. 1. In the event the School District creates a new job position within the appropriate unit that is not covered by the position classification structure in this Agreement, Article VII, Section 2, the School District shall meet and confer with the Exclusive Representative relative to the classification and the wage rate of the position.

ARTICLE XIII SENIORITY

Section 1. Recognition: The parties recognize the principle of seniority in the application of this Agreement concerning reduction in force and assignment of vacation period (as delineated in Article X, Section 4, Subd. 1).

Section 2. Establishment: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and upon acquiring seniority. The seniority date shall be an employee's length of continuous regular service since the date of assignment, within classification, as a member of the exclusive bargaining unit. If more than one (1) employee has the same seniority date, seniority ranking shall be determined by the School

District. An employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the employee's work year.

Section 3. Seniority List: An initial seniority list shall be negotiated as part of this Master Agreement and attached in Appendix D. The seniority list shall establish seniority by job classification with the name and seniority date of each employee, and with the employee with greatest seniority listed first. The School District shall subsequently prepare a seniority list of all employees subject to this Agreement by January 1 of each year. This seniority list shall be provided to the exclusive representative and posted by the District in an appropriate area for the employees at each worksite. Employees shall have twenty (20) days to challenge their rank or status, and absence of such challenge shall constitute full agreement by the employee.

Section 4. Layoff, Recall, and Termination of Seniority: In the event of layoffs, reverse seniority shall apply and employees will be recalled in seniority order. Seniority rights shall terminate upon the resignation or termination of an employee pursuant to this Agreement or after eighteen (18) consecutive months of layoff. An employee who is recalled shall have seven (7) calendar days to accept an offered position; failure to respond in writing within this time shall be construed as a rejection of the offer. The employee must maintain a current mailing address with the School District. An employee who rejects a non-equivalent position shall continue to remain on recall status for the balance of the eighteen (18) month period. An employee who accepts a position shall be removed from recall status.

Subd. 1. In the event of a lay-off, the School District shall notify the Union and the affected employee(s) at the earliest opportunity. Under no circumstances shall this notification be less than thirty (30) calendar days.

Subd. 2. An employee subject to layoff, may select to displace an employee with lesser seniority according to the following procedure. Such employee, if qualified, shall have the right to displace a less senior employee in the employee's job classification, or, if there are no less senior employees in the job classification, such employee, if qualified, shall have the right to displace a less senior employee in the employee's group whose job classification is lower than the displacing employee's job classification. An employee shall not bump another employee whose job classification is higher than the displacing employee's job classification. In exercising bumping rights, a senior employee shall bump a less senior employee with the greatest hourly assignment and the least seniority within the employee's job classification or group. A full-time employee shall not be required to bump a part-time employee, but may displace the least senior full-time employee. An employee may accept a layoff in lieu of accepting a position with lesser hours than the position he/she formerly held.

Subd. 3. An employee subject to layoff, who is offered an equivalent position in terms of hours and wage rate in the unit must accept the position or relinquish his/her right to reinstatement/recall.

Section 5. Continuation of Benefits: Employees who have been laid off shall be entitled to continue in the School District's group insurance plans for up to 18 months, if permitted under the insurance carrier's policy provisions, but shall pay the entire premium for such program as he/she wishes to retain. It is the responsibility of such employee to make arrangements with the School District Business Office to pay the School District the monthly premiums in advance and on such date as reasonably determined by the School District.

**ARTICLE XIV
PROBATIONARY PERIOD
EMPLOYEE DISCIPLINE**

Section 1. Probationary Period: A new employee shall serve a probationary period of 90 working days of continuous service in the School District during which time the District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. A new employee shall be given a minimum of one written evaluation during the probationary period by the building principal and building administrator. The evaluation must be provided to the new employee on or before his/her first 60 days of employment in the District.

Subd. 1. An extension of probationary status of up to 90 additional days may be granted to a probationary employee, by mutual agreement of the exclusive representative and the School District.

Section 2. Change of Classification: An employee who has successfully completed his/her probationary period and is transferred or promoted to a higher classification shall serve a new probationary period of ninety (90) days in such new classification. During this ninety (90) day probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee back to his/her former classification.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged, or disciplined only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged, or otherwise disciplined shall have access to the grievance procedure.

Section 4. Employee Discipline:

Subd. 1. An employee involved in a disciplinary matter shall have the right to request

that a Union representative be present in meetings between said employee and the School District.

Section 5. Personnel Files: Employees may, in the presence of the file's custodian, examine their own individual personnel file at reasonable times during normal School District business hours.

**ARTICLE XV
DEFERRED COMPENSATION
403b**

Section 1. Matched deferred compensation is available to all eligible employees after their probationary period. Eligible employees are those employed at least 700 hours per year. Eligible employees must use the deferred compensation election during the election period or lose it. The matching program is subject to the rules of the State of Minnesota Deferred Compensation program, as entitled under Minnesota State Statute 356.24 and IRS Code #403b. Employees who wish to participate in the 403b plan shall notify the school district by October 1 of each year.

Section 2. -The district will match each eligible employee's contribution to an approved 403b annuity up to the amount of \$600 per year for after their probationary period (90 days) through their fifth (5) year of service to the District, and \$750 per year for employees in their sixth (6) or more years of service to the District during the 2019-2020 and 2020-2021 school years.

Section 3. The district will contribute an amount of \$300 into an employee's MSRS post- retirement health care savings account in the 2019-20 and 2020-21 school year.

**ARTICLE XVI
RETIREMENT**

Section 1. Continued Coverage: Pursuant to M.S. § 471.61, an employee who retires from the School District and meets the age and service requirements for PERA retirement programs, is entitled to continue in the School District's group insurance plans, but shall pay the entire premium for such program as he/she wishes to retain. It is the responsibility of the former employee to make arrangements with the School District Business Office to pay the School District the monthly premiums in advance and on such date as reasonably determined by the School District.

Subd. 1. Said employee may continue to participate only in those coverages which he

or she carried during his/her last fiscal year of employment with the School District.

ARTICLE XVII SEVERANCE

Full time employees who have completed at least fifteen (15) years of full time continuous employment with the School District and are a minimum of fifty-five (55) years of age shall be eligible, upon his/her retirement, to receive a School District contribution to the MSRS post-retirement health care savings account. The amount of the contribution shall be determined by multiplying the total number of years of full service with the School District by the sum of \ \$150.00.

ARTICLE XVIII GRIEVANCE PROCEDURE

Section 1. Grievances: The parties agree to adopt the grievance procedure as promulgated by the Director of the Bureau of Mediation Services, pursuant to the P.E.L.R.A. Attached to this Agreement (Appendix E) is a copy of the present Bureau of Mediation Services grievance procedure. It is understood by the parties that this procedure is attached for informational purposes only, and any change in the procedure during the term of this Agreement shall automatically be incorporated herein.

ARTICLE XIX MISCELLANEOUS

Section 1. Uniforms: Upon initial employment all regular employees shall be provided with 7 uniforms and laundering service on a weekly schedule established by the District.

Section 2. Mileage and Expense Claims: Employees shall be reimbursed at a rate established in School District policy for travel expenses when using their personal vehicle for approved school business. Reimbursement claims for other expenses, such as meals and lodging, will be paid only if approved in advance by the Superintendent.

Section 3. District Paid Fees/Expenses: Employees will receive reimbursement for expenses related to required boiler training, testing, and licensing fees. ACA members will be paid a maximum of 18 hours for class time and the course fee up to \$400. This reimbursement and paid time will be available once per class. Employees who do not pass the test may retake the class and test but all costs, as well as time, will be at the expense of the employee.

Section 4. Payment for No Absences: Employees who have no absences from school in a contract year shall receive a payment of \$300.00. For purposes of this section, absences from school for school related business, bereavement leave and/or earned vacation days shall not be considered absences.

Section 5. Annual Performance Evaluation: Employees will receive an annual performance evaluation by their direct supervisor each year in July, for the previous fiscal year.

ARTICLE XX DURATION

Section 1. Term and Reopening of Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2019 through June 30, 2021, except as otherwise stated 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 on July 1, **2019**, it shall give written notice of such intent no later than May 1, **2021**. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the custodians and custodial cleaners of the district. The provisions herein relating to the terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

Section 5. Retroactivity: All aspects of this Agreement, with the exception of the district health board share, will be retroactive to July 1, 2019.

Section 6. Distribution: This Agreement shall be distributed to covered employees within 30 days of signature date.

HOURLY WAGE RATES

Step	Grade 8		Step	Grade 10	
	Custodian			Cust Night Lead	
	FY20	FY21		FY20	FY21
	Grade 8	Grade 8		Grade 10	Grade 10
1	13.25	13.52	1	14.71	15.00
2	13.79	14.07	2	15.29	15.60
3	14.31	14.60	3	15.89	16.21
4	14.84	15.14	4	16.48	16.81
5	15.38	15.69	5	17.07	17.41
6	15.90	16.22	6	17.65	18.00
7	16.44	16.77	7	18.25	18.62
8	16.97	17.31	8	18.84	19.22
9	17.50	17.85	9	19.42	19.81
10	18.03	18.39	10	20.01	20.41
11	18.55	18.92	11	20.59	21.00

IN WITNESS THEREOF, the parties have executed this Agreement as follows:

For the Annandale Custodians Association -
Education Minnesota EA/SRP

For Independent School
District No. 876

President, ACA - Education MN EA/SRP

Chairperson, Board of Education

Secretary-Treasurer, ACA -
Education MN EA/SRP

Clerk

Chief Negotiator, ACA -
Education MN EA/SRP

Chief Negotiator, Board of Education

Dated this _____ day of

Dated this 30th day of

_____, 2020.

March, 2020.

Annandale Public School District 876

JOB DESCRIPTION



Position Title:
Custodian

Department:
Custodial

Immediate Supervisor:
Head Custodian

Grade Placement
8

FLSA Status:
Non-Exempt

Job Summary:

Under the direction of the Head Custodian, the Custodian performs environmental service tasks, cleaning and maintenance of school buildings, minor mechanical repairs, and support services for day and evening school activities. The Custodian assists in providing a safe, comfortable and clean learning environment for students, staff, and faculty.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Cleans and maintains all assigned workspaces.
2. Assists in setting up the gymnasium, classrooms or other areas for athletics, activities and meetings when necessary.
3. Secures building doors and turns lights off when locking up assigned areas.
4. Assists with seasonal grounds work as directed.
5. Performs repair to furniture, equipment and building systems as directed. Monitors facilities and equipment for maintenance needs and reports needs to the Head Custodian.
6. Attends meetings, workshops and training sessions as directed.
7. Performs other related duties as assigned.

EDUCATION AND KNOWLEDGE REQUIREMENTS

Education Training and Experience Requirements:

- High School Diploma or equivalent.

License/Certification Requirements:

- Class 2C Boiler License preferred

Knowledge required to perform the essential functions of the job:

- Knowledge of cleaning techniques and materials.
- Knowledge of floor and carpet care.
- Knowledge of proper application, use, storage and clean up of chemicals.
- Knowledge in use and maintenance of all operating equipment.
- Knowledge of all safety precautions applicable to trade.

WORK SKILLS AND CHARACTERISTICS

Skills required to perform the essential functions of the job:

- Skilled in establishing and maintaining effective working relationships with employees, supervisors, and building staff.
- Ability to interact and communicate appropriately with students, staff and the general public.
- Ability to work independently with minimal supervision.
- Skilled in following assigned custodial schedules and assignments in accordance with department standards and requirements.
- Ability to use tools and cleaning equipment applicable to trade.
- Ability to read, understand, and follow safety procedures.
- Performing light maintenance/repair work.
- Skilled in observation of necessary repair or maintenance of facilities and equipment.

PHYSICAL REQUIREMENTS

Physical requirements associated with the position can be best summarized as follows:

Heavy Work: Exerting up to 100 pounds of force occasionally, up to 25 pounds of force frequently and up to 10 pounds of force constantly to lift, carry, push, pull or otherwise move objects.

MAINTENANCE OF EQUIPMENT

- Handle equipment in safe manner at all times
- Check oil levels daily (engine transmission)
- Check water levels daily
- Clean air filter daily - screen radiator 1/2 day or more
- Change oil every 50 hours - Bobcat and Toro record
- Check all safety switches daily. See that they are working
- Grease complete unit every 40-50 hours. Change oil and filters
- Check front wheels on deck of mower every 8 hours or more
- Sharpen blades when needed
- Mix oil with gas for weed eater and blower
- Check tire pressure
- Change oil in John Deere every 25 hours
- Grass and leaf vacuum every 25 hours
- Check air filter daily
- Hand mow every 20-25 hours.

APPENDIX D

**ANNANDALE CUSTODIANS ASSOCIATION
EDUCATION MINNESOTA EA/SRP**

SENIORITY LIST

CUSTODIAN

Name of Employee	Original Date of Employment
1) Sommers, Mike	09/01/1999
2) Hunt, Robert	12/08/08
3) Schmidt, Dean	06/09/2014
4) Envey, Ricky	08/25/2014
5) Hetzler, Jeff	08/24/2015
6) Clouthier, Mike	09/08/2015
7) Leinonen, Mark	10/19/2015
8) Roeder, Randy	08/10/2016
9) Bach, Sheryl	10/01/2018
10) Boese, Grant	10/02/2019

APPENDIX D
ANNANDALE SCHOOLS ISD #876
2021 Health, Dental and Life
Rates & Options

HEALTH PARTNERS

Monthly rates as of January 1, 2021.

The Maximum District Contribution for Family health insurance is *\$16,275 or \$1,356.25 per month.

The Maximum District Contribution for Single health insurance is * \$9,147 or \$762.25 per month.

The Maximum District Contribution for Duals (2 eligible) health insurance is *\$26,610 or \$2,217.50 per month.

HEALTH PARTNERS HSA

\$2,800 /Individual Deductible; **\$5,600** /Family Deductible

Total Cost **\$2,800** Individual Out of Pocket Max; **\$5,600** Family Out of Pocket Max
 Preventative Care 100%

MONTHLY RATES:

	Rate	HSA Board	District Cont.	Employee Cost	District HSA Cont.
Single -	\$487.85	\$274.40	\$762.25	\$0.00	\$3,292.80 / yr.
Family -	\$1,284.23	\$72.02	\$1,356.25	\$0.00	\$864.24 / yr.
Dual -	\$1,284.23	\$600	\$2,217.50	\$0.00	\$7,200.00 / yr.

HEALTH PARTNERS HIGH

\$400 Individual Deductible; **\$800** Family Deductible

Total Cost **\$1,700** Individual Out of Pocket Max; **\$3,400** Family Out of Pocket Max
 Preventative Care 100%

MONTHLY RATES:

	Rate	District Cont.	Employee Cost
Single -	\$556.50	\$762.25	\$0.00
Family -	\$1,464.95	\$1,356.25	\$108.70
Dual -	\$1,464.95	\$2,217.50	\$0.00

DENTAL Principal 1111916

	Rate	Your Cost
Single	\$49.86	\$49.86
Emp + Spouse	\$92.31	\$92.31
Emp + Children	\$119.72	\$119.72
Family	\$170.55	\$170.55

LIFE – Reliance Standard 11858

Term Life Benefit for full time employees
 Head Custodians \$50,000
 Life Insurance District Contribution 100% at time of hire -
 Additional Life is available see Kacy for details

Long Term Disability – Madison Nat'l Life 9481 @ .00262 District Contribution 100%

District contribution to insurance premium is prorated for part time staff.

APPENDIX F

BMS GRIEVANCE PROCEDURE

5510.5110 POLICY.

Parts 5510.5110 to 5510.5190 are to be liberally construed so as to effectuate the purposes of Minnesota Statutes, chapter 179A, the Public Employment Labor Relations Act.

Statutory Authority: *MS § 179A.04 subd 3 para (f)* **History:** *11 SR 2077*

5510.5120 APPLICATION.

Parts 5510.5110 to 5510.5190 are applicable when a public employer and an exclusive representative of public employees have not reached agreement on or do not have access to a contract grievance procedure as required by Minnesota Statutes, section 179A.20, subdivision 4.

Statutory Authority: *MS § 179A.04 subd 3 para (f)* **History:** *11 SR 2077*

5510.5130 DEFINITIONS.

Subpart 1. **Scope.** For the purposes of parts 5510.5110 to 5510.5190 the words defined in this part have the meanings given them.

Subp. 2. **Bureau.** “Bureau” means the Bureau of Mediation Services.

Subp. 3. **Days.** “Days” means calendar days.

Subp. 4. **Employee.** “Employee” means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, section 179A.12.

Subp. 5. **Grievance.** “Grievance” means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, subdivision 1. If no contract exists between the exclusive representative and the employer, “grievance” means a dispute or disagreement regarding the existence of just cause in the discipline of any employee or the termination of non probationary employees.

Subp. 6. **Non Probationary.** “Non Probationary” means an employee who has completed an initial probationary period required as a part of the public employer’s employment process.

Subp. 7. **Party.** “Party” means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Subp. 8. **Service.** “Service” means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service under parts 5510.5110 to 5510.5190 is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

Statutory Authority: *MS § 179A.04 subd 3 para (f)* **History:** *11 SR 2077*

5510.5131 COMPUTATION OF TIME.

In computing any period of time prescribed or allowed by parts 5510.5110 to 5510.5190. the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.

Statutory Authority: *MS § 179.04 subd 3 para (f)* **History:** *11 SR 2077*

5510.5140 STEP ONE.

When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee’s immediate supervisor within 21 days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five days after the grievance is presented.

Statutory Authority: *MS § 179A.04 subd 3 para (f)* **History:** *11 SR 2077*

5510.5150 STEP TWO.

If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in part 5510.5140 (step one), a written grievance may be served on the next appropriate level of supervision by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must

be served on the employer's representative within 15 days after the immediate supervisor's response was due under part 5510.5140 (step one). The employer's representative shall meet with the agent of the exclusive representative within five days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any.

Statutory Authority: *MS § 179.4.04 subd3 para (f)* **History:** *11 SR 2077*

5510.5160 STEP THREE.

If the grievance is not resolved under part 5510.5150 (step two), the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person's designated representative within ten days after the written response required by part 5510.5150 (step two) was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee within five days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting.

Statutory Authority: *MS § 179A.04 subd 3 para (f)* **History:** *11 SR 2077*

5510.5170 ARBITRATION.

Subpart 1. **Referral to arbitration.** If the response of the chief administrative officer or designee is not received within the period provided in part 5510.5160 (step three) or is not satisfactory, the exclusive representative may serve written notice on the employer of its intent to refer the case to arbitration within ten days after the response required by part 5510.5160 (step three) is due.

Subp. 2. **Selection of arbitrator.** Within ten days of the service of written notice of intent to arbitrate, the employer's chief administrative officer or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the bureau. The parties shall alternately strike names from a list of five names to be provided by the bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the bureau, the other party may serve written notice of this fact upon the bureau, with a copy to the offending party. Unless it is

confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the bureau shall designate one name from the list previously provided to the parties and the person so designated by the bureau shall have full power to act as the arbitrator of the grievance.

Subp. 3. **Arbitrator's authority.** The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

Subp. 4. **Arbitration expenses.** The employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as the result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses except to the extent provided by part 5510.5180, subpart 1.

Subp. 5. **Transcripts and briefs.** Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

Statutory Authority: *MS § 179A.04 subd 3 para (f)* **History:** *11 SR 2077*

5510.5180 PROCESSING OF GRIEVANCES.

Subpart 1. **Release time.** To the fullest extent feasible, the processing of grievances under parts 5510.5110 to 5510.5190 shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular non overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to parts 5510.5110 to 5510.5190, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subp. 2. **Waiver of steps.** The parties may by written mutual agreement waive participation in the grievance steps in parts 5510.5140 to 5510.5160 and may similarly agree to extend the time limits established by parts 5510.5140 to 5510.5170.

Subp. 3. **Time limits.** A failure to raise a grievance within the time limits specified in part 5510.5140, or to initiate action at the next step of the procedure in parts 5510.5140 to 5510.5170 within the time limits in these parts shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of an employer representative to comply with the time periods and procedures in parts 5510.5140 to 5510.5170 shall require mandatory alleviation of the grievance as 2017 requested in the last statement by the exclusive representative.

Statutory Authority: *MS § 179A.04 subd 3 para (f)* **History:** *11 SR 2077*

5510.5190 EFFECTIVE DATE.

Subpart 1. **No existing agreement.** In cases where there is no current collective bargaining agreement between an exclusive representative and a public employer, parts 5510.5110 to 5510.5190 are effective May 18, 1987.

Subp. 2. **Existing agreement.** If an exclusive representative and a public employer have executed a collective bargaining agreement before May 18, 1987, and the agreement relies upon the grievance procedure adopted by the commissioner to satisfy Minnesota Statutes, section 179A.20, subdivision 4, parts 5510.5110 to 5510.5190 shall become effective only upon the termination of the agreement. During the term of any agreement executed before May 18, 1987, the provisions of the grievance procedure contained in Minnesota Rules 1987, parts 5510.4600, 5510.4700, 5510.4800, 5510.4900, 5510.5000, and 5510.5100 shall prevail.

Statutory Authority: *MS § 179A.04 subd 3 para (f)* **History:** *11 SR 2077; L 1987 c 186 § 15*

Memorandum Of Understanding

Due to the transition to the pay scale established in the 2017-2018 school year, there were members of the ACA that had been previously placed at a wage above what is listed on the highest step of the new pay scale. Those members will collect a lump sum payment of the difference between their previous wage and the new pay scale until the pay scale catches up to that wage.