

HEAD CUSTODIAN AGREEMENT

2019-2021

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 Custodial Supervisors (hereafter referred to as the exclusive representative or the A.C.S.) 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 all building head custodians, who are supervisory within the meaning of Minn. Stat. 179A.03, Subd. 17 and are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14 excluding all other employees, 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.S. as the exclusive representative of the head custodians 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 Director of the Bureau of Mediation Services.

ARTICLE III DEFINITIONS

Section 1. Term and Conditions of Employment: Terms and conditions of employment means the hour 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 the Independent School District 876, Annandale Minnesota, in the following classifications: head custodians, supervisory, essential employees, skilled craft employees, but excluding the following: custodians, grounds persons, custodial cleaners and substitute employees, 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-PLC-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 recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District 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 in so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. Any provisions 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. Rights 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. School Board Information Packet: The ACS 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 ACS expense according to School District policy.

Section 4. Use of Facilities: The exclusive representative shall have the privilege of use of facilities, subject to the provisions of current school district policy. Requests and approval for such meetings shall be through the building principal.

Section 5. Publication/Distribution of Master Agreement: There shall be one signed copy of the final contract for purposes of record. One retained by the School District, one by the exclusive representative, and one by the Superintendent. Copies of this Master Agreement shall be printed at the expense of the School District within 30 days of its signing, and shall be presented to all employees covered by its terms and conditions.

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

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

Section 4. Part time Employee: The school district reserves the right to employ such personnel as it deems desirable or necessary on a part time or casual basis for the time less than that of regular employees.

Section 5. Rest Breaks:

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

Subd. 2. 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 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. 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 Schedule A and Schedule B 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 in one group: head custodian supervisors. Job descriptions for the one group shall be established according to School District policy. Current job descriptions for the one group are included in Appendix A 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 one step pursuant to this Agreement effective July 1, 2019. 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 2020-21 contract year until a successor Agreement is reached.

Section 4. Withholding Step Increase: An individual employee's salary advancements 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.

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 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 at one (1) hour at time and one-half (1-1/2). In addition head custodians will be paid a flat fee of \$70.00 for each emergency call/call back to a school building effective. Authorized call backs shall be those authorized or approved by the Superintendent.

Subd. 2. An employee shall be entitled to call back pay when the employee is required to return to work after he/she has been released from his/her regular duties after working a full shift or when an employee, working a regular forty (40) hour week, is required to report on his/her day off, or at anytime not continuous with his/ her regularly assigned shift.

Section 7. Weekend Boiler/Security Checks: Weekend Boiler Checks are defined as coming in on weekends, Saturday and Sunday or holidays to check boilers and pumps. Also, to check the building security. These checks are to be done twice each day.

Subd. 1. Employees covered by this Agreement shall be paid a weekend shift differential of \$100.00 per day for weekend boiler checks.

Subd. 2. Weekend Boiler Checks/Weekend Security Checks

a. Boiler checks shall be from October 15 through April 15, twice a day.

b. Security checks shall be from April 16 thru October 14, once a day.

Subd. 3. Weekend Security Checks shall be paid at the rate of 1/2 of the Weekend Boiler checks.

Subd. 4. Any extra work done shall be paid at the rate of time and one-half (1&1/2) and double time on holidays.

Section 8. Year End Evaluation Bonus: In addition to the hourly wage, each Head Custodian is eligible for an additional \$800 in compensation based on his/her year end evaluation from the Superintendent and Building Principal. The evaluation will be completed in June each year and be based on the Head Custodian's job description. Head Custodians who receive a rating of "meets requirements" their position will receive this added compensation.

Section 9. Boiler License: Head Custodians who have a Second Class Boiler License shall be paid an additional \$1.00 per hour. Head Custodians who have a First Class Boiler License shall be paid an additional \$1.40 per hour.

**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 teacher 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 Appendix D for plan options and corresponding District contributions for each plan.

Subd. 2. 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. 3. 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 \$100,000.00 for each eligible employee covered by this Agreement.

Section 4. General Provisions:

Subd. 1. Persons on recognized leave shall have the right to continue as part of the group 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 matter 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 5. Claims Against the School District: the parties agree that any description of insurance benefit 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 Districts 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 6. 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 7. Eligibility: Full benefits provided in this Article are designed for full-time employees who are employed 1820 hours in each fiscal year. Part time employees, who are covered under this Agreement in a fiscal year, shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the District.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Each employee shall earn sick leave at the rate of 1 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 employees regular work day.

Subd. 2. Unused sick leave days 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 employees absence is found to have been due to any of the following reasons which may have prevented attendance at his/her work site 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 upon a seriously ill member of the immediate family. Immediate family shall be defined as a spouse of the employee; child of the employee; parent of the employee.
- c. Medical or dental appointments that cannot be reasonably schedule 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.

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 Districts 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. 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. 9. An AHCA employee may use sick leave benefits provided by the School District for absences due to an illness of or injury to the employees 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 a 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 the 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 designated in 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 reemployed 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 employees spouse, child, brother, sister, parent, parent-in-law, 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 close family (close family shall mean the employees brother-in-law, sister-in-law, grandchild, 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 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 with 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 prorated portions of days of sick leave which is used to supplement workers compensation.

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

Subd. 4. In no event shall 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 that the employee does not perform services because of absence on paid sick leave or during the entire month the employee is being compensated by Workers 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

Section 2. Accrual:

Subd. 1. Paid vacation is earned on an annual basis at the rate of ten (10) days of vacation per year for the first five (5) years employed by the School District.

Subd. 2. Paid vacation shall be earned 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. Paid vacation for employees with ten (10) and up through fifteen (15) years of service in the School District shall be 15 days per year.

Subd. 4. Paid vacation for employees 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 beyond the employment anniversary date into the next year of employment.

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

Section 4. Scheduling:

Suds. 1. Vacation requests made by June 1 of each year will be honored according to seniority. Vacation requests made after June 1 will generally be honored "first come, first served", but in sole discretion of the employees' immediate supervisor. 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 not consecutive.

- a. Requests for vacation time without prior approval shall be made in writing to the Superintendent at least three (3) days in advance,
- b. Vacation time without prior approval shall not be granted for the day preceding or 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 for 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 25
10. December 24
- 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 work day 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 paid 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.

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. A position may be temporarily filled pending completion of the posting and application procedures. The A.C.S. shall receive a copy of all such postings.

Section 2. Application for Vacancies: Employees 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 fifteen (15) working days after the closing of the posting, unless the School District determines that it is necessary to solicit outside applicants for the position.

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 XIV
PROBATIONARY PERIOD
EMPLOYEE DISCIPLINE**

Section 1. Probationary Period: A new employee shall serve a probationary period of 180 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.

Subd. 1. An extension of probationary status of up to 90 additional days may be granted 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 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 beginning their second (2) year of employment in the district. The district will match the employee's contribution to an approved 403b annuity up to the amount of \$1,250.00 per year for each employee employed at least 700 hours per year, during the 2019-2020 school year and \$1,300 per year during the 2020-2021 school 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. Full time custodian supervisors who have completed at least fifteen years of full time continuous service with the school district and are a minimum of 55 years of age shall be eligible upon his/her retirement to receive a 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 \$300.

ARTICLE XVI RETIREMENT

Section 1. Continued Coverage: 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, if permitted under the insurance carrier's policy provisions, but shall pay the entire premium for such program as he/she wishes to retain. Such coverage is available until the employee is 65 years of age or is eligible for Medicare whichever comes first. 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 overages which he or she carried during his/her last fiscal year of employment with the School District.

ARTICLE XVII 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 C) 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 XVIII 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. District Paid Fees/Expenses: Employees will receive reimbursement for expenses related to District required boiler training, testing, licensing fees, asbestos training and asbestos licensing fees, any seminars or workshops that pertain to the job related duties, with prior approval of the Superintendent.

Subd. 1. In addition, Head Custodians will receive an annual payment of \$220 for the use of personal vehicles for work related trips. To receive the payment, Employee is required to submit Attachment A to the District office no later than June 15th each year. If a form is not submitted by the deadline, the funds will be forfeited by the Employee.

Section 3. Personal Safety Equipment: Safety equipment that is needed to perform any job safely will be provided, with prior approval of Building Engineer, and/or Superintendent.

Section 4. Cell Phone/Internet Stipend: The School District shall provide a stipend, paid through payroll, of \$65 per month for business use of a cell phone.

Section 5. Shoe Allowance: The School District will provide up to \$100 per year, \$200 per contract, to each AHCA custodian toward the purchase of closed-toed work shoes or boots. AHCA 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.

ARTICLE XIV 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 Head

Custodians, Supervisors 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 will be retroactive to July 1, 2019, unless otherwise noted.

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

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

For the Annandale
Custodial Supervisors

For Independent School
District No. 876

President, ACS

Chairperson, Board of Education

Clerk

Chief Negotiator, ACS

Chief Negotiator, Board of Education

Date this ____ day of
_____, 2019.

Date this ____ day of
_____, 2019

Grade 13 Head Custodian		
Step	FY20	FY21
1	\$17.36	\$17.71
2	\$18.07	\$18.43
3	\$18.76	\$19.13
4	\$19.45	\$19.84
5	\$20.15	\$20.55
6	\$20.85	\$21.27
7	\$21.55	\$21.98
8	\$22.24	\$22.69
9	\$22.94	\$23.40
10	\$23.64	\$24.11
11	\$24.32	\$24.81

APPENDIX A



Annandale Public School District 876

JOB DESCRIPTION

Position Title:
Head Custodian

Department:
Custodial

Unit:

Immediate Supervisor:
Director of Buildings & Grounds

Grade Placement:
13

FLSA Status:
Non-Exempt

Job Summary:

Under the direction of the Director of Buildings and Grounds, the Head Custodian is responsible for the overall management of daily operations of the assigned school building. The Head Custodian is responsible for general cleaning, supervising building custodians, heating and cooling systems, maintenance and repair of the building and other aspects that provide for the safety, health and comfort of students, staff and the public within and around the building.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Monitors buildings, grounds and all operational systems to ensure continuous safe and efficient operations.
2. Manages and supervises building custodians.
 - Establishes regular cleaning and grounds schedules and procedures to ensure maximum safety and cleanliness.
 - Monitors, assesses and provides feedback of/to custodial staff regarding performance.
3. Performs general cleaning of classrooms, offices and bathrooms. Clean-up of blood or vomit is occasionally required.
4. Orders and inventories necessary supplies.
5. Performs building and equipment maintenance and repairs. Coordinates necessary repairs with outside contractors. Plans for ongoing maintenance and for extensive cleaning projects during school breaks.
6. Communicates and assists building staff with daily operations.
 - Activities before, during and after the school day
 - Athletics Department
 - Community Education

- Classrooms
- Food Service

7. Performs seasonal grounds work as necessary.

8. Performs other related duties as assigned.

EDUCATION AND KNOWLEDGE REQUIREMENTS

Education Training and Experience Requirements:

- High School Diploma or equivalent

License/Certification Requirements:

- 2nd Class C Boiler License; Or working towards 2nd Class C Boilers License (license must be obtained within 12 months of becoming Head Custodian).

Knowledge required to perform the essential functions of the job:

- Knowledge of the operation of building systems including security, HVAC, refrigeration, plumbing and electrical systems.
- Knowledge of custodial equipment, techniques and supplies.
- Knowledge of federal and state health and safety codes/regulations.
- Knowledge of hazardous chemicals (safety, use, clean-up, etc.)
- Knowledge of math and language skills.

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 district administrators.
- Skilled in delegating, supervising, training, evaluating and planning work assignments and priorities for department staff.
- Computer skills pertaining to communication, security system, etc.
- Skilled in planning, organizing, implementing and monitoring various departmental projects.
- Planning and monitoring approved budget.
- Planning, developing and overseeing preventative maintenance plans, schedules and procedures.
- Conducting facility maintenance, grounds and repair work (boiler repairs, electrical work, carpentry, HVAC and plumbing, athletic field maintenance, etc.)
- Ability to work independently with minimal supervision.

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 50 pounds of force frequently and up to 10 pounds of force constantly to lift, carry, push, pull or otherwise move objects.

APPENDIX B

ANNANDALE CUSTODIAL SUPERVISORS

SENIORITY LIST

HEAD CUSTODIAN

Name of Employee	Original Date of Employment	Head Custodian Start Date
Richard Garding	June 2003	August 2012
Ron Wright	August 2010	September 2019
Richard Christinsen	September 2013	September 2019

APPENDIX C

BMS GRIEVANCE PROCEDURE

APPLICATION

This grievance procedure shall be applied whenever a public employer and the exclusive representative of the public employees cannot reach agreement on a grievance procedure as required by Minnesota Statute 179.70, Subd. 1.

DEFINITIONS

Grievance. “Grievance” means a dispute or disagreement as to the interpretation of application of any terms of any contract required under Minnesota Statutes 179.70, Subd. 1.

Days. “Days” mean calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes.

Service. “Service” means personal service or by certified mail.

Reduced to Writing. “Reduced to Writing” means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Small Group of Employees. “Small Group of Employees” means a group of employees consisting of five (5) or less.

Answer. “Answer” means a concise response outlining the employer’s position on the grievance.

STEP I

Whenever an employee or small group of employees have a grievance, he/she or they shall meet on an informal basis with the employee’s or employees’ immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the exclusive representative and served upon by the public employer’s designate (See Step II). Service must be made within fifteen (15) days of the last informal meeting. the employer shall, within five (5) days of receipt of the written grievance, serve his answer upon the exclusive representative. In the event exclusive representative refuses to process the grievance, the employee(s) may proceed with the grievance and if he chooses, may select a designee to represent him.

If the grievance involves and affects more than five (5) employees, the grievance may be reduced to writing by exclusive representative (or the employees or their designated in the event the exclusive representative has declined to proceed with the grievance) and must be served upon the employer within twenty (20) days after the grievance occurred or twenty (20) days after the grievance, through the use of reasonable diligence, should have had the knowledge of the occurrence that gave rise to the grievance.

The employer shall within five (5) days serve his answer upon the exclusive representative (or the appropriate case, employee(s) or their designee).

STEP II

The employer's representative shall meet with the exclusive representative (or in the appropriate case, employee(s) or their designee) within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative (or in the appropriate case, employee(s) or their designee), if he elects to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

STEP III

The employer, its chief administrator, or its special representative shall meet with the designated official of the exclusive representative, (or in the appropriate case, employee(s) or their designee) within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the Parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

If a grievance procedure is provided by a system of civil service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the civil service's or other such body's procedure, and in no event may a grievant avail himself of both procedures.

STEP IV

The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract. the decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated, of municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For

purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are 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, three employees may still participate in the proceedings without loss of wages.

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 may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

ELECTION OF REMEDIES AND WAIVER

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

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 \$100,000
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.

**MEMORANDUM OF UNDERSTANDING
BETWEEN ISD #876 AND THE ANNANDALE HEAD CUSTODIAN ASSOCIATION**

This letter is to confirm an agreement between Independent School District No. 876 and the Annandale Head Custodian Association regarding the payment of additional hourly compensation to Association members who choose to waive coverage of health and hospitalization insurance.

During the 2019-2020 and 2020-2021 school years, members of the Annandale Head Custodian Association who qualify for health and hospitalization insurance coverage and who choose to waive this coverage will receive an additional \$2.25 FY20 and FY21.

This agreement is for the 2019-2021 school years only.

ATTACHMENT A
PAYMENT FOR USE OF PERSONAL VEHICLES

Independent School District No. 876

Head custodians receive an annual payment of \$220 for the use of personal vehicles for work related trips.

Date

Head Custodian Signature

H.C. Print Name

Date

Director of Business Services