
MASTER AGREEMENT

Between
Independent School District #206
Alexandria, Minnesota
And
International Union of Operating
Engineers Local #70

Custodial Maintenance

July 1, 2020 through June 30, 2022

CUSTODIAL WORK AGREEMENT

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AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 206 AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70

ARTICLE I

Section 1. Parties and Duration:

THIS AGREEMENT is made and entered into this 21st Day of December, 2020 by and between Independent School District #206, Alexandria, Minnesota, hereinafter referred to as the School District, and Local Union 70 of the International Union of Operating Engineers, hereinafter referred to as the UNION. This Agreement shall remain in full force and effect for a period commencing on July 1, 2020, through June 30, 2022 and thereafter until modifications are made pursuant to the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as PELRA.

Section 2. Purpose:

The School District and the UNION recognize the need to promote orderly and constructive relationships and that unresolved disputes between the School District and its custodians are injurious to the public as well as the parties involved --- therefore, this Agreement has as its purpose the promotion of harmonious relationships between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition:

The School District recognizes the UNION as the exclusive bargaining representative for all custodians within the appropriate bargaining unit.

Section 2. Appropriate Unit:

The UNION shall represent all regular Custodians, including Head Custodians, Custodian Engineers, Custodian and Maintenance Engineers of the School District who are employed 14 hours per week or 35% of the normal workweek in the classification of the unit. Supervisory employees as determined by the Bureau of Mediation Services shall be excluded from the unit.

Section 3. Unit Clarification:

Disputes which may occur over the inclusion or exclusion of new or changed job positions or classifications shall be referred to the State Bureau of Mediation Services for expedient resolution. The decision of the State Bureau of

Mediation Services shall prevail during or pending any appeal(s) from such decision.

Section 4. Exclusivity:

The School District shall not meet and negotiate or meet and confer with any custodian or group of custodians who are at the time designated as a member or part of the bargaining unit except through the certified UNION.

ARTICLE III
MANAGEMENT RIGHTS

Section 1. Inherent Managerial Rights: The UNION recognizes 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 School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Reservation and Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights. Management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE IV
CUSTODIAL RIGHTS

Section 1. Dues Checkoff:

The School District shall deduct monthly membership dues from the earnings of those custodians who authorize such deductions in writing. The UNION shall submit such authorizations in writing to the School District and certify the amounts to be deducted at least seven (7) days prior to the pay date in the month for which the deductions are to be effective – pay date being the 20th day of each month. The deductions shall continue in effect until canceled in writing by the custodian. The aggregate deductions of all custodians, together with a list of the names of the custodians from whom deductions were made, shall be remitted to the UNION office (within thirty (30) days after such deductions are made.) Custodians who work less than twelve (12) months per year shall have twelve (12) months dues deducted in equal amounts during the months for which they appear on the payroll. Deductions for initiation fees, dues and assessments shall commence according to procedures established above.

Section 3. Indemnity:

The UNION agrees to indemnify and hold the School District harmless against any and all claims, suits, orders, or judgments brought or issued against the School District as a result of any action taken or not taken as a request of the UNION under the provisions of this ARTICLE.

Section 4. Custodial Lists:

The School District shall advise the Union Office in writing of the names, addresses, telephone numbers, social

security numbers, classifications, starting dates, birth dates and insurance coverage (single or dependent) of all custodians eligible for membership in this bargaining unit. The Union Office shall be notified in writing upon the effective date of termination of any member of the UNION. The list will be transmitted no later than thirty (30) days following the payroll period in which the change occurs.

Section 5. Right to Views:

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any custodian or his/her 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 the rights of the UNION; nor shall it be construed to require any custodian to perform services or labor against his/her will.

Section 6. Right to Join:

Custodians shall have the right to form and join labor or custodial organizations and shall have the right not to form and join such organizations. Custodians, 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.

Section 7. Union Steward:

The UNION, upon written notification to the School District, may designate two custodians within the bargaining unit to serve as Steward. At the discretion of the School District, the Steward shall be afforded reasonable time off for the purposes of conducting the business of the UNION.

Section 8. Visitation Rights:

A representative of the UNION previously accredited to the School District in writing by the UNION, shall be permitted to come on the premises of the School District for the purposes of conducting UNION business in a responsible and reasonable manner. The School District shall be notified prior to the visit.

Section 9. Custodian Bulletin Boards:

The School District shall continue to make available bulletin board space in convenient places in the work areas for the purpose of posting UNION information.

ARTICLE V
NON-DISCRIMINATION

Section 1. School District:

The School District agrees that the provisions of this Agreement shall be applied equally to all custodians in the

bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin, or political affiliation. The School District agrees not to interfere with the rights of custodians to become members of the UNION, and there shall be no discrimination, interference, restraint or coercion by the School District or any School District representative against any custodian because of UNION membership or non-membership or because of any custodial activity in an official capacity on behalf of the UNION, which is in accordance with the provisions of this Agreement.

Section 2. UNION:

The UNION agrees that the provisions of this Agreement shall be applied equally to all custodians in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin or political affiliation. The UNION accepts its responsibility as exclusive bargaining representative and agrees to represent all custodians in the unit without discrimination, interference, restraint, or coercion because of membership or non-membership in the UNION.

ARTICLE VI
UNFAIR LABOR PRACTICES

The School District and the UNION recognize that the Minnesota Public Employees Labor Relations Act (P.E.L.R.A.) in lists specific activities that the School District and the UNION may not engage in. The School District and the UNION in the interest of serving the public agree not to encourage or participate in any activities, which are listed as Unfair Labor Practices.

ARTICLE VII
SENIORITY

Section 1. Definition:

Subd. 1: Seniority: “Seniority” shall be defined as the preference to which a custodian is entitled in connection with lay-off and recall, in recognition of his/her length of service with the School District. Seniority, for the purposes of lay-off and recall, is determined based on the total hours for which a custodian received pay while working in a position covered by this Agreement.

Subd. 2: Loss of Seniority: Seniority shall be lost by any of the following:

1. Voluntary resignation.
2. Discharge, for just cause.
3. Lay-off for more than 24 months.

Subd. 3: Recall: For purposes of recall, custodians with the most seniority shall be considered first.

This section does not apply in those cases in which a lay-off is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility, or damages from natural or unnatural disaster. If a building is anticipated to be closed because of a natural disaster or equipment failure for more than 5 work days, the custodians will be allowed to bump less senior custodians within the same classification in another building in the District.

Subd. 4: Lay-Off: In the event of a lay-off or elimination of a position, the employee affected will displace the least senior employee on the seniority roster. The affected employee will maintain his/her seniority standing as stated on the seniority roster. The School District shall notify the UNION office and the custodian at the earliest opportunity. Under no circumstances shall this notification be less than thirty (30) calendar days.

Section 2. Job Openings:

Subd. 1: Seniority, as defined in Section 1. above, shall be a consideration for custodians who apply for a job opening. In the event of a job opening, the job shall be announced “electronically” for a period of five (5) working days and custodial employees in the bargaining unit, who are qualified for the vacancy, shall be given the opportunity to apply for the position. All job openings will be filled as soon as can practically be accomplished. During the initial probationary period, advancement will be at the sole discretion of the School District.

Subd. 2: “Qualified” shall be defined as meeting “Unsatisfactory, Basic, Proficient, Distinguished” in all competency areas as determined through the performance review process conducted with the custodian’s supervisor on an annual basis. Custodians receiving an “Unsatisfactory or Needs Improvement” rating by the supervisor in any of the competency area/s will be considered “unqualified” and will work with his/her immediate supervisor to develop an improvement plan specific to that area/s that will be reviewed and updated every three months.

Subd. 3. Written Notice of Interest: When a position is open or a new position created, custodians will be given the first opportunity to fill the position in accordance with the procedure in Subd. 3. If no custodian serves notice of interest or is qualified for the position, outside applicants will be considered in accordance with the procedure outlined in Subd. 3. below.

Subd. 4. Filling Vacancies: When a custodian serves notice of interest for a position in the same or a lower classification, seniority will be the main factor in filling the vacancy within the respective division. The School District may also consider other qualifications.

When a qualified custodian serves notice of interest for a position in a higher classification the School District will fill the position with the most qualified person. If qualifications are substantially equal, the School District will give preference to the senior custodian. The School District reserves the right to interview internal and external candidates for lead/head custodial positions or any custodial position that gives work direction. A custodian not given a position may request a written explanation.

Section 3. Seniority Lists: The School District agrees to prepare and post a seniority list of all custodians

covered by this Agreement. The seniority list shall be prepared and posted every year in January. Unless a written and dated statement challenging the seniority standing of any custodian is filed within fifteen (15) working days after the date the seniority list is posted, the seniority standing of the custodian as shown on such seniority list shall be deemed to be correct.

For the purpose of this Article, there shall be one seniority list for all custodians working in the district.

Section 4: Reassignments and or Transfers: In the event of a transfer or reassignment of a custodian, the Human Resource Director and Director of Building and Grounds will consider input from the affected custodian and the UNION. The School District's Human Resource Director and Director of Building and Grounds will consider the interests of the department, the skills and seniority of custodians involved, licensing requirements, its overall management responsibilities, and any other factors they may deem appropriate.

ARTICLE VIII PROBATIONARY CUSTODIANS

Section 1. Initial Probationary Period: Custodians shall serve an initial probationary period of six (6) months of continuous service in the school district during which time the school district shall have the right to suspend without pay, discharge, or otherwise discipline such custodian. However, a probationary custodian shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

Subd. 1. Custodians serving their initial probationary period are ineligible to bid on posted open custodial positions. Custodians serving their initial probationary period may be moved to an open position at the sole discretion of the School District if, following the bidding process of a posted custodial position, no qualified custodians have bid on that position.

Section 2. Probationary Period - Change of Classifications: In addition to the initial probationary period, a custodian transferred or promoted to a different classification shall serve a new probationary period of sixty (60) working days in any such new classification. During this sixty (60) day probationary period, if the School District determines that the custodian's performance in the new classification is unsatisfactory, the School District or the custodian shall have the right to request re-assignment of the custodian to his/her former classification.

Section 3. Probationary Period - Change of Building: In addition to the initial probationary period, a custodian transferred to a different building shall serve a new probationary period of thirty (30) working days. During this thirty (30) day probationary period, if the School District determines that the custodian's performance in the new building is unsatisfactory, the School District or the custodian shall have the right to request re-assignment of the custodian to his/her former building.

Section 4. Completion of Probationary Period: A custodian who has completed the initial probationary period may be suspended without pay or discharged only for cause. A custodian who has completed the initial probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

ARTICLE IX
DISCIPLINE

Section 1. Discipline:

Subd. 1. Just Cause: Disciplinary action may be imposed upon a custodian only for just cause.

Subd. 2. Minor infractions: Initial minor infractions, irregularities or deficiencies shall be handled in a confidential manner.

Subd. 3. Grievance Procedure: Any unjust disciplinary action imposed upon a custodian may be processed through the grievance procedure.

Subd. 4. Normal Disciplinary Procedures: The normal disciplinary procedure shall be as follows:

- (1.) Oral reprimand to include written documentation.
- (2.) Written reprimand (Copy to UNION office)
- (3.) Suspension or Demotion (Copy to UNION office)
- (4.) Discharge (Copy to UNION office)

Subd. 5. Written Reprimand: When any disciplinary action more severe than an oral reprimand is intended, the School District shall, before or at the time such action is taken, notify the custodian in writing of the specific reason(s) for such action, with a copy to the UNION office.

Section 2. Right to UNION Representation:

Subd. 1. UNION present: The custodian shall have the right to have UNION representation during an investigation that may lead to suspension, demotion, or discharge action.

Subd. 2. Right to Grieve: The UNION shall have the right to take up a suspension and/or discharge or demotion as a grievance at the third (3rd) step of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 3. Discharge of Permanent Custodians:

The School District shall not discharge any permanent custodian without just cause. If the School District feels that is just cause for discharge the custodian shall be suspended for ten (10) working days without pay and the custodian and the UNION office will be notified in writing that the custodian is subject to discharge and shall be furnished with the reason(s) therefore.

Section 4. Probationary Custodians:

The School District shall notify the custodian in writing, with a copy to the UNION office, of the reason(s) for discharge. Probationary custodians may have the UNION process the grievance on discharge through Level III of the grievance procedure, but such grievances shall not be subject to the arbitration provisions of this Agreement.

ARTICLE X
PERSONNEL RECORDS

Section 1. Oral Reprimands: A written oral reprimand will become part of a custodian's personnel record.

Section 2. Copy of Record: Each custodian shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office record and shall be entitled to have his/her written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the custodian.

Section 3. Right to View Record: The contents of a custodian's personnel office record shall be disclosed at his/her request and to the custodian's UNION representative upon the written request of the custodian.

Section 4. Performance Appraisal: An annual performance appraisal shall be conducted for each custodian for the purpose of evaluating and discussing with that custodian his/her job performance. The performance appraisal may be based on a written evaluation which is completed by administrators.

ARTICLE XI
VACATIONS

Section 1. Eligibility: This Article will apply to all employees covered by this agreement.

- Custodians who work less than 12 months will have vacation time pro-rated.
- New hired employees will begin to earn vacation after 3 months retro to the first day of first month worked.

Section 2. Earned Vacations:

- A. Upon employment: .8334 of a day earned for each full month of employment.
- Accruable to 160 hours as of July 1st and will not accrue above the maximum allowed.
 - Pro-rated for employees working less than 12 months and/or less than 8 hrs/day
 - (Example: 8 hrs/day x .8334 = 6.672 hrs/month x 12 mths x 1.00 FTE = 80 hrs.)
 - (Example: 7 hrs/day x .8334 = 5.83 hrs/month x 12 mths x .80 FTE = 55.97 hrs.)
- B. 1.25 of a day earned for each full month of employment after (7) full years of continuous service from

date of employment with the District.

- Accruable to 240 hours as of July 1st.
- Pro-rated for employees working less than 12 months and/or less than 8 hrs/day.

C. 1.667 of a day earned for each full month of employment after 12 full years of continuous service from date of employment with the District.

- Accruable to 320 hours as of July 1st.
- Pro-rated for employees working less than 12 months and/or less than 8 hrs/day.

D. 2.0834 of a day earned for each full month of employment after 15 full years of continuous service from date of employment with the District.

- Accruable to 400 hrs. as of July 1st
- Pro-rated for employees working less than 12 months and/or less than 8 hrs/day.

Section 3. Applications:

Subd. 1: Vacation Accrual: Vacation for employees will be granted upon their date of employment and earned monthly. It is preferred that vacation be taken when school is not in session. However, vacation may be taken anytime during the year. In the event the scheduling needs of the School District restricts the number of custodians allowed vacation, seniority shall prevail.

Subd. 2: Vacation Scheduling: The scheduling of all vacation time shall be determined by the School District. A custodian requesting vacation time in excess of two (2) consecutive days must submit his/her request a minimum of 5 working days in advance. Exceptions to this language may be granted by the Human Resource Director.

Subd. 3: Vacation Accumulation: Accruable accumulation can be exceeded if in the judgment of the School District's Human Resource Director deems that this waiver is in the best interest of the district.

Subd. 4: Pay out of Hours: Upon separation of employment, an employee shall be paid out all unused vacation hours.

ARTICLE XII HOLIDAYS

Section 1. Paid Holidays:

Effective 7/1/2011, custodians shall be granted the following paid holidays: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, and Christmas Eve. One discretionary paid holiday, will be granted to each custodian and can be used upon approval from the Buildings and Grounds Supervisor. The number of custodians using their

discretionary paid holiday on the same day will be limited to no more than five (5) members of the bargaining unit. If more than five-unit members apply for the same day, date of hire seniority will be used to determine who will receive the day off.

Section 2. Weekends: Holidays that fall on Saturday will be observed on Friday; holidays that fall on Sunday will be observed on Monday. In the event that two (2) consecutive holidays result in one or both days being on a Saturday or Sunday, the School District will determine the appropriate days off based on the needs of the School District.

Section 3. Applications: In order to be eligible for holiday pay a custodian must work his/her regular work day before and after the holiday unless he/she is on excused illness, leave, or on vacation under these provisions. Any legal holiday or holiday that falls within a custodian's vacation period shall not be counted as a vacation day.

Section 4. Eligibility: Holiday benefits as defined in this article shall apply only to full-time custodians. Part-time custodians will receive the holiday, which occur during the months in which they are employed.

Section 5. Overtime : Holiday time shall be considered hours worked for the purpose of calculating overtime.

ARTICLE XIII UNIFORMS

Section 1. Custodial Uniforms: All custodians will be required to wear School District approved uniforms during their working hours.

Subd. 1. Upon hire, a probationary custodian will choose up to \$75 of uniform attire from the School District approved uniform list with at least two items of upper body wear, except hoodies and jackets. They will receive an additional \$75 at the conclusion of their probationary period to purchase additional uniform attire.

Subd. 2. Each non-probation custodian will receive \$150.00 uniform allowance and must purchase (2) new shirts from the School District approved uniform list on an annual basis beginning July 1st and ending June 30th. If the custodian is on the grounds crew they must purchase two items of upper body wear appropriate to their needs. The remaining balance must be used to purchase acceptable work pants, shoes, boots, work shoes, or items off the district approved uniform list. A remaining balance of \$10.00 or less may be rolled over into the following year.

Subd. 2. The uniforms will become the property of the custodian and he/she will be responsible for cleaning the uniforms. Uniforms will be kept neat and clean at all times.

Subd. 3. Identification badges will be supplied by the School District and will be worn by each custodian while on duty. Custodians wearing an approved uniform shirt with his/her name embroidered on the front may not be required to wear an identification badge.

Subd. 4. Upon approval from the Business Director, a custodian may purchase a specific item of clothing (boots, overalls, etc.) that is not on the approved uniform list but is needed due to his/her working environment. It will be at the discretion of the Business Director to determine if the cost of the clothing will be over and above the custodian's allocation of \$150.00

Subd. 5. Newly hired custodians who do not complete their initial probationary period shall be deducted a pro-rated share of uniform costs.

ARTICLE XIV GENERAL PROVISIONS

Section 1. Definition of Work: That the routine work of a custodian or custodian engineer shall also include all maintenance work and repair work needed to maintain and operate the building in good order. The maintenance work may include these, in addition to cleaning, plumbing, repairs, glazing, painting, carpenter repairs, etc. All bargaining unit work shall be done by bargaining unit members. This section shall not limit the use of outside labor as has been used in the past. But only to the extent that such labor does not diminish the existing bargaining unit.

Subd. 1. Detention: In the event students are required to serve detention time, it will not be the responsibility of the custodian to provide direct supervision.

Section 2. Union Meetings: If union meetings are held during the time when individual custodians are on duty, equivalent time will be served.

Section 3. Continuing Education: Subd. 1. A request for leave beyond three (3) days yearly maximum must be submitted in writing to the building principal and/or supervisor no less than five (5) working days before the date(s) of the requested leave.

Subd. 2. Boilers License: The School district will pay the cost of the applicable fee for a boiler license class and materials. (1 time per custodian.) Eligible custodians will be determined by the School District.

Section 4. Unit Leader: The custodial group will have two district unit leaders representing the custodial team in district level planning. The members will be elected because of their leadership in the group and desire to work to make District 206 a better place for all learners. The unit leader will take part in School District planning sessions and communication back to the members of the group. Compensation for each unit leader will be \$250/year divided over the months of October through May.

Section 5. Drug and Alcohol Testing: Custodians are required to abide by and comply with Drug and Alcohol Testing Policy as adopted by the School District.

ARTICLE XV HOURS OF SERVICE

Section 1. Basic Workweek: A regular workweek shall consist of 40 hours, exclusive of lunch, for full-time custodians. All work performed in excess of 40 hours/week shall be computed at the regular time- and- one-half rate.

No overtime will be paid unless it has been specifically authorized in writing by the Superintendent of Schools or his/her designated assistant. Class I Custodians will have the least priority for overtime

Section 2. Part-time Custodians: Part-time custodians will work when their services are needed as determined by the Superintendent of Schools, or Director of Building and Grounds. For part-time custodians, a day shall be defined as the number or regularly scheduled hours worked per day. All benefits except as noted in ARTICLE XVII, Section 2 provided by this agreement shall be pro-rated for part-time custodians.

Section 3. Shifts and Starting Time: All custodians will be assigned starting time and shifts as determined by the School District.

Section 4. Lunch Period: Custodians shall be provided time for a duty-free lunch period of at least 30 minutes for which no pay shall be received.

Section 5. Hiring of Custodian I: The School District reserves the right to hire a maximum of six Custodian I employees. If the School District desires to hire more than six Custodian I employees, it must be done based on a formula of not more than one Custodian I employee for every five full time employees in the classifications of Custodian II through Maintenance Tech.

ARTICLE XVI RATES OF PAY

Section 1. Rates of Pay:

The wages and salaries reflected in Appendix B, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2020, to June 30, 2022.

In the event that a custodian retires during the negotiations of the open contract, he/she will receive retroactive pay if it is applicable to the time the retiree worked.

Section 2. Out of Classification Pay: When a Custodial/Grounds employee is required to substitute in a higher classification, they will be paid at their regular step and increment plus a flat rate of an additional \$1.00 an hour. Out of class pay will not be paid unless authorized by the Buildings and Grounds Supervisor and/or his/her designee.

ARTICLE XVII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Health and Hospitalization Insurance: The School District shall contribute the sum of up to but not to exceed \$600.00 per month for the 2020-21 school year and \$600.00 for the 2021-22 school year toward the premium cost for family or single coverage for each regular custodian working thirty (30) or more hours per week employed by

the school district who qualified for and is enrolled in the school district group health and hospitalization plan. Any additional cost of the premium shall be borne by the custodian and paid by payroll deduction. Effective 7/1/2012, custodians who enroll in a high deductible HSA qualified plan, will be allowed to use the remaining board insurance dollars to be deposited into an HSA account.

Section 3. Life Insurance: The School District will pay up to \$8.50 per month for a \$50,000 group term life insurance policy for each regular custodian working thirty (30) or more hours per week. If the custodian is employed beyond the age 65, the face amount of insurance will reduce by 8% each year thereafter.

Section 4. Long Term Disability Coverage: Effective 7/1/01 the School District will pay the full premium for group income protection insurance for all regular custodians working thirty (30) or more hours per week.

Effective 7/1/02 eligible custodians (working thirty (30) hours or more per week) must participate and will pay the full premium for long-term disability coverage.

Section 5. Dental Insurance: The School District will pay up to \$40.00 per month for each custodian working thirty hours (30) per week. Eligibility for family coverage shall be the same as for Section 2 of this Article.

Section 6. Duration of Insurance Contribution: A custodian is eligible for board contribution as provided in this Article as long as the custodian is employed by the school district. Upon termination of employment, all board participation and contribution shall cease effective on the last working day.

Section 7. Early Retirement: Effective 7/1/2004 a custodial employee who applies for early retirement under PERA and has at least 10 years of service with the district shall be eligible to remain in the existing group health and hospitalization insurance plan. He/she shall remain eligible for board contribution toward family or single coverage, whichever was in effect at the time of retirement. The board will contribute the dollar amount equal to working active members of the unit pro-rated accordingly toward health insurance only until the end of the month in which the custodian becomes eligible for Medicare-Medicaid benefits, whichever comes first.

Employees hired after July 1, 2015, will not receive a defined health insurance benefit at the time of retirement under current retirement qualifications. Employees hired after July 1, 2014, but before July 1, 2015 shall have the choice of the current retirement plan or will receive a defined contribution from the School District as follows: (Employees with 10 years or less under the Custodial agreement may opt to the following by June 30, 2015)

The School District will contribute \$500.00 per year for years four (4) through seven (7); a contribution of \$1,000.00 per year for years eight (8) through ten (10); a contribution of \$1,500.00 per year for years eleven (11) through twenty (20) and a contribution of \$2,000.00 per year for years twenty-one (21) through twenty-five (25). School District contributions will not exceed \$30,000.00 per employee. Contributions will be made for eligible, active employees at a pro-rated amount upon completion of each school year and contributed to the vested School District sponsored Health Reimbursement Account (HRA) in June of each year. The School District contribution and accrued interest earnings will be subject to a 15 year vesting schedule and available to the employee after successful completion of a minimum of 15 years of service and the employee meets

the retirement guidelines and separates from service. Upon retirement, all School District contributions will cease. If separation of service occurs at any time prior to successful completion of the employee's 15th year of service, the School District's contribution and any accrued interest earnings are forfeited and will be used by the School District to offset the required School District contribution amount for current and future employees. Upon the completion of 15 years of service the employee is considered fully vested (owns all funds outright) and the employee, upon meeting retirement qualifications, will receive the HRA funds as outlined above.

ARTICLE XVIII LEAVES OF ABSENCE

Section 1. Sick Leave: Each custodian shall have the following paid sick leave for personal illness or accident:

Subd. 1: Eligibility: Each custodian will accrue sick leave based on the contracted number of days worked in a school year. In addition, an employee may use sick leave pursuant to M.S. 181.9413; Sick Leave Benefits: Care of Relatives.

Subd. 2: Sick Leave Accrual: Based upon the number of contracted days worked in a school year, an employee may be eligible for up to 104 hours per school year. Custodians working less than 12 months will have their sick leave pro-rated. (Sick leave accumulates at the rate of 1.083 per month x hrs. per day.) Any unused sick leave will accumulate to a maximum hour of 120 days' x their daily hours worked.

Subd. 3. Sick Leave Used: All sick leave used during the year will be deducted from the accumulated sick leave hours.

Subd. 4. Sick Leave Compensation: Effective 7/1/01, custodians who reach the maximum hours (120 days' x their daily hours worked), will be eligible to receive compensation. Effective 7/1/2017, custodians will be compensated \$95.00 for each day in excess of maximum hours as of June 30 of each agreement year payable in July of the following year.

Subd. 5. Physician Notes: Certificates of illness by the attending physician may be required of all absences of more than three days' duration.

If a concern is expressed to the immediate supervisor or to the School District's Human Resource Director regarding the frequency of a custodial employee's use of sick leave and a documented pattern is identified, the supervisor may request a certificate of illness by the attending physician for each subsequent use of sick leave (the immediate supervisor may require further authentication after conferring with the Human Resource Director and gathering input from the affected employee.) Failure to comply with the request for a physician's certificate of illness will result in disciplinary action to the custodial employee.

Subd. 6. Medical Leave: Any custodian who is unable to perform his/ her duties because of personal illness or

disability and who has exhausted all accumulated paid sick leave available or has become eligible for long-term disability compensation shall, upon written request, be granted a medical leave of absence of up to one year without pay. The School Board may at its discretion extend such leave upon written request. A request for medical leave of absence or extension thereof shall be accompanied by a written doctor's statement outlining the condition of health and estimated time expected for the custodian to be able to resume normal activities.

Subd. 7. Child's Illness: Any custodian may use personal sick leave benefits provided by the school district for absences due to an illness of the custodian's child for such reasonable period as the custodian's attendance with the child may be necessary; on the same terms the custodian is able to use sick leave benefits for the custodian's own illness. Certificates of illness by the attending physician may be required for all absences of more than three (3) days duration.

Employee is defined in M.S. 181.940, Subd. 2, as a person who performs services for hire for an average of 20 or more hours per week during those 12 months, and includes all individuals employed at any site owned and operated by the School District.

Child is defined in M.S. 181.940, Subd. 3, as an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

Subd. 1. Emergency Leave: Up to three days of emergency leave, charged to sick leave, with full salary, may be used in each year in case a custodian is absent in an emergency situation for serious illness or death in the immediate family (parents, brothers, sisters, children, husband, wife, grandparents, grandchildren or same by law.) The custodian with the written consent of the Superintendent may be granted an extension of emergency leave.

Subd. 2. Emergency Leave Pool: In addition, a custodian may be granted an extension of his/her emergency leave from a 64-day emergency leave pool established by the School District. This request will also be made to the Superintendent on the "Request to Use Emergency Leave" form. Approved extensions of emergency leave shall be charged to sick leave.

The pool shall be managed by the School District. The decision to approve or deny the request using the criteria shall be made by the superintendent or his/her designee, an exclusive representative designee, and a non-supervising principal. The decision of this team is non-grievable.

The team will have no authority to approve emergency leave for more days than are available in the pool. Approved emergency leave shall cease immediately upon eligibility for benefits under the District's Income Protection Plan.

Subd. 3. Bereavement Leave: In the case of a death of anyone not specifically addressed by Emergency Leave, the School District will provide each custodian one day of bereavement leave each school year to attend a funeral or memorial service. This additional day shall not be accumulative from year to year and will be deducted from the custodian's accumulated sick leave. A part-time custodian- shall receive proportionate bereavement leave consistent with his/her scheduled day. In addition, internal custodial coverage will be

provided when possible for funerals or services that do not require substitute coverage for an entire school day.

Section 2. Worker's Compensation:

Subd. 1. Compensation: A custodian who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the custodian and the custodian's regular rate of pay to the extent of the custodian's earned accrual of sick leave and/or vacation pay.

Subd. 2. Vacation/Sick Leave Deduction: A deduction shall be made from the custodian's accumulated vacation or sick leave accrual time according to the pro-rata portion of days of sick leave or vacation time, which is used to supplement worker's compensation, unless the employee requests the deduction not be taken.

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

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

ARTICLE XIX
GRIEVANCE PROCEDURE

Section 1. Definition: A grievance is a claim by a custodian, a group of custodians or the UNION that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

Subd. A.

Every reasonable effort shall be made between the supervisor and custodian to informally resolve the differences that may arise out of the interpretation of the practices of this agreement.

Subd. B.

A normal workweek is Monday - Friday excluding Saturday, Sunday and holidays as listed in this work agreement.

Subd. 1. Level I.

When a custodian or group of custodians represented by an exclusive representative has a grievance, the custodian or an agent of the exclusive representative shall attempt to resolve the matter with the custodian's immediate supervisor within 20 working days after the custodian has had knowledge of the event or act giving rise to the grievance. A written grievance shall be submitted at Level I to the designated administrator who shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within ten

working days after the grievance is presented.

Subd. 2. Level II.

Within ten (10) working days of receipt of the Level I decision, either the UNION or grievant may appeal to the appropriate administrator the decision to the Superintendent. The appeal must be written and shall include the original complaint and all previous support statements, evidence, and decisions.

Within ten (10) working days the Superintendent and his/her designee shall meet with the grievant and the UNION and shall report his/her disposition of the grievance in writing within ten (10) workdays of such meeting, to the grievant and the UNION.

If new violations and/or remedies are raised after Level II by the UNION or the custodian, the process may at the discretion of the Superintendent or UNION reverts back to Level I.

Subd. 3. Level III.

Within ten (10) working days of receipt of Level II decision, either the UNION or grievant may appeal the decision to the Board of Education. Such appeal must be in writing and filed with the Clerk of the Board of Education and shall include the original complaint and all previous support statements, evidence, and decisions. The board or a committee designated by the board will hear the appeal within ten working days of receipt of the appeal.

The decision of the board or its committee will be submitted to the grievant no later than seven (7) working days after such meeting. A copy of such disposition shall be furnished to the grievant and the UNION.

Subd. 4. Level IV.

If the UNION is not satisfied with the disposition of the grievance by the School District or if no disposition has been made within the period provided above, the grievance may be submitted to an impartial arbitrator. If the UNION decides to go to arbitration, they shall notify the School District in writing within twenty (20) working days of receiving the School District's final answer under Level III. If the parties cannot agree on an arbitrator within seven (7) working days from the notification date that arbitration will be pursued, the grievant shall request a list of arbitrators from the BMS. The parties shall within twenty (20) working days of receiving a list of arbitrators alternately strike names until only one name remains and that person shall be the arbitrator. If the parties are unable to agree on whom shall strike the first name, the question shall be decided by a flip of a coin. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

Section 2. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 3. Time and Limitation and Waiver: Time limits may be extended by mutual agreement between the UNION and the School District.

Section 4. The fees and expenses of the arbitrator shall be shared equally by both parties.

Section 5. The time limits provided in this article shall be strictly observed but may be extended by mutual agreement of the parties.

Section 6. All reference to working days shall mean bargaining unit working days.

ARTICLE XX GENERAL

Section 1. Reopening Negotiations: If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. 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 UNION representing the custodians. The provisions herein relating to 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 terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiating during the term of this Agreement.

Section 4. Savings Clause: The UNION and School District recognize that all provisions of this Agreement are subject to laws of the State of Minnesota. Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, section, or portion thereof directly specified in the decision and all other valid provisions shall remain in full force and effect.

Section 5. No Strike, No Lockout: The Union and employees covered by this Agreement will not strike pursuant to the provisions of Public Employee Relations Act. In the event any employee violates this article, the Union shall immediately notify them to immediately return to their normal duties. Employees who violate this section may be disciplined, including discharge.

The School District will not permit an employer lockout pursuant to the Minnesota Public Employment Labor Relations Act

ARTICLE XXI SEVERANCE

Section 1. Severance: After 15 years of service, the custodian that retires under PERA, will be eligible to sell back-unused sick days at \$40.00 per day.

APPENDIX A
FORMAL GRIEVANCE PROCEDURE

1. Grievant _____ Date of Filing
2. Detail of Grievance:
 - A. Contract Provision Allegedly Violated
 - B. Date of Alleged Violation
3. Settlement Requested:

I hereby request the initiation of Formal Grievance Procedure. The Union will represent me in all future proceedings with the Board and/or Arbitrator regarding the above-mentioned Grievance.

Signature of Grievant

Signature of Union

APPENDIX B - Salary Schedule

The wages and salaries reflected in this appendix shall be a part of the Agreement for the period commencing July 1, 2020 and ending June 30, 2022.

Step increments will be subject to negotiations and will not be automatic.

Custodial Classes as follows:

- Class 1 - Inter School Deliveries
- Class 2 - General Custodian and General Grounds Keeper
- Class 3 – Elementary Night Lead
- Class 4 - Elementary Head Custodian, Head Grounds Keeper, Secondary Night Lead
- Class 5 - Secondary Head Building Custodian

2020-21 Salary Schedule

<u>Steps</u>	<u>Custodian I</u>	<u>Custodian II</u>	<u>Custodian III</u>	<u>Custodian IV</u>	<u>Custodian V</u>
1	\$17.07	\$17.82	\$18.36	\$18.83	\$20.31
2	\$17.22	\$18.07	\$18.61	\$19.08	\$20.56

2021-22 Salary Schedule

<u>Steps</u>	<u>Custodian I</u>	<u>Custodian II</u>	<u>Custodian III</u>	<u>Custodian IV</u>	<u>Custodian V</u>
1	\$17.67	\$18.42	\$18.96	\$19.43	\$21.01
2	\$17.82	\$18.67	\$19.21	\$19.68	\$21.26

Upon completion of Step 2, you will begin to receive steps. Custodians must work a minimum of 130 days at Step 1 or Step 2 (based on the step level he/she was hired at) in order to receive a step advancement.

An employee is eligible for career step pay according to the schedule below. The employee will receive one additional step for each subsequent year of employment. Step placement may or may not be reflective to years of service with the District.

- Steps 3-6: add \$.45
- Steps 7-10: add \$.90
- Steps 11-14: add \$1.35
- Steps 15-18: add \$1.80
- Steps 19-22: add \$2.25
- Steps 23-26: add \$2.70

- Steps 27-30: add \$3.15
- Steps 31-34: add \$3.60
- Steps 35-38: add \$4.05
- Steps 39-42: add \$4.50
- Steps 43-46: add \$4.95
- Steps 47-50: add \$5.40
- Steps 51-54: add \$5.85

A custodian moving to a lower or higher classification will be placed on the same step and increment levels in the new classification as he/she was on in the old classification.

Any Class II or above custodian moving to a higher classification shall be placed on the same increment and service incentive in the new classification as they were on in the old classification.

In the event that a custodian retires during the negotiations of the open contract, he/she will receive retroactive pay if it is applicable to the time the retiree worked.

Shift Differential: If the majority of the hours fall between:

- (3:00 P.M. - 11:30 P.M.) - \$30.00 per month
- (10:00 P.M. - 6:30 A.M.) - \$70.00 per month
- (To be removed during summer months)

School District to pay the cost of applicable license renewal for custodians determined to require licenses by the School District.

Boiler License - To be paid one (1) license per shift.

- Special - - - - - \$30.00 per month
- 2nd Class - - - - - \$40.00 per month
- 1st Class - - - - - \$50.00 per month
- Chief Class C - - - - - \$60.00 per month

The School District will pay the boiler-processing fee for all custodians holding a boilers license.

Pool License – The head custodian and night lead at Discovery Middle School will receive a \$40 per month stipend as long as their pool license is current.

Cell Phone Reimbursement: The School District will pay Head Custodians, Ground Custodians, DMS and AAHS Night Leads, and the Interschool Mail Delivery Custodian a \$30.00 per month stipend as reimbursement for the use of his/her personal cell phone for work purposes.

Currently the grounds and mail delivery custodians are receiving a stipend of \$40.00. This will remain the same until they resign from the position that qualified them for this stipend. The stipend will then revert to the \$30.00 per month as stated above.

Weekend Duty

Buildings will be checked by appropriate personnel as so designated by the Supervisor of Buildings and Grounds. The amount of time needed for a building check and the portion of the year necessary for the check shall be determined by the Supervisor of Buildings and Grounds. The rate of pay shall be overtime pay at time and one-half hourly pay for the custodian conducting the check if the total hours worked exceeds 40 hours for the week. If a problem arises which necessitates more time than the allotted building check time, this shall also be overtime at time and one-half by the hourly wage of the individual concerned if the total hours worked exceed 40 hours for the week. The Supervisor shall make an effort to share this duty between the qualified personnel.

Holiday Work:

The District will pay double time if a custodian is required to work on the actual or observed holiday regardless of the custodian being in excess of 40 hours for the week or not. Building checks and pool checks are excluded from this language.

Letter of Understanding:

Local #70 and Independent School District 206 agree as follows:

As of 7/1/2018, Local #70 and Independent School District 206 agree as follows:

- There are currently no elementary custodians identified as “night leads”.
- The district reserves the right to fill or not fill the elementary night lead based on the needs of the district.

Human Resource Director

Date

Local 70

Date

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

FOR: International Union of Operating
Engineers, Local No. 70
St. Paul, MN 55110

FOR: Independent School District No. 206
Alexandria, MN 56308

President

Chairman

Business Manager

Clerk

Steward

Steward

Business Representative

Union Recording Secretary

Dated this ____ day of _____, 2021.

Dated this ____ day of _____, 2021