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**Master Agreement**

**Between**

**Fridley Independent School District 14  
School Board  
Fridley, Minnesota**

**and**

**Custodians or Custodian Engineers**

**July 1, 2021 through June 30, 2023**

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**Fridley Independent School District 14**  
**2021-2023 MASTER AGREEMENT**  
**Custodians or Custodian Engineers**

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**THIS AGREEMENT**, made and entered into as of the first day of July 2019, by and between the School Board of Independent School District 14 of Anoka County, Minnesota, hereinafter referred to as the Employer and Education Minnesota Fridley Custodians AFL-CIO, hereinafter referred to as the Union in compliance with the Public Employment Labor Relations Act of 1971 as amended, mutually agree to the following terms and conditions of employment for the duration of this contract.

## **Article I Collective Bargaining**

The Employer recognizes and shall abide by the principles of collective bargaining as relating to wages, hours of employment and working conditions, and further recognizes the Union as the sole and exclusive bargaining agency for all custodians and custodian-engineer employees except those designated as supervisory or confidential employees.

## **Article II Adhere to Agreement**

The Employer shall not enter into any agreement with custodian or custodian-engineer employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, nor shall the Employer discriminate against an employee because of membership in the Union. In consideration of the recognition herein granted, it is further agreed that during the life of the Agreement there shall be no strikes, stoppage, or slow-down of work so long as the terms and provisions of the Agreement are adhered to by the Employer. Neither the Employer nor the Union, its agents, officers, or representatives shall instigate any attempt to breach the Agreement, nor shall the employer at any time instigate a lockout against employees.

## **Article III Discipline, Discharge, Probationary Period, and Personnel Files**

### **Section 1. Probationary Period**

An employee under the provisions of this Agreement shall serve a probationary period of 120 working days of continuous service in the School District during which time the School 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 recourses 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.

### **Section 2. Completion of Probationary Period, Discharge, Discipline**

An employee who has completed the probationary period will have a disciplinary action taken against them only for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable and shall be consistent with the principle of progressive discipline.

Progressive Disciplinary action may include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

**Subd 1.** Whenever possible, the District shall discuss with the Custodian(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

**Subd 2.** Custodians shall be entitled to have a representative of the Union present in the event that she/he is being reprimanded, warned or disciplined for any infraction of rules and delinquency in professional performance. If a Custodian requests representation, no action shall be taken with respect to the matter until a representative of the Union is present, provided that the representative is available in a timely manner so as not to delay the action.

### **Section 3. Probationary Period, Change of Position**

In addition to the initial probationary period an employee transferred or promoted to a different position shall serve a new probationary period of thirty (30) working days in any such new position. During this thirty (30) working day probationary period, if it is determined by the School District that the employee's performance in the new position is unsatisfactory, the School District shall have the right to reassign the employee to the former position. The employee has the right to return to his/her former position within thirty (30) working days.

### **Section 4. Personnel Files**

All monitoring or observation of the work performance of a custodian shall be conducted openly and with full knowledge of that person.

**Subd 1.** No written material of a Custodian's conduct, service or character shall be placed in her/his personnel file unless the custodian has been given prompt written notice.

**Subd 2.** As provided by law, Custodians shall be entitled to submit a written response to any material placed in their personnel file or seek expungement of any material through the grievance procedure.

**Subd. 3.** Custodians shall have the right upon request to review the contents of their personnel file and to receive a copy of any and all documents contained therein.

### **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 designated to and does not

interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative or the employer.

### **Section 6. Anniversary Date**

For purposes of determining eligibility for an experience increment wage increase, step advancement, vacation accrual, and District 403b plan, each employee's anniversary date will be adjusted to July 1 of the calendar year in which he/she was hired. If an employee's actual hire date is between July 1 and December 30, the anniversary date will occur July 1 of that school year. If an employee's actual hire date is between January 1 and June 30, the first anniversary will occur July 1 of the next school year.

## **Article IV Assignment**

### **Section 1. Basic Work Week**

A regular work week shall consist of 5 eight-hour days exclusive of lunch. Authorized overtime is to be paid at the rate of time and one half. The foregoing hours represent the normal work day and shall not be considered a guarantee nor preclude part time employment, according to Federal Fair Labor Standards Act (FLSA).

### **Section 2. Shifts and Starting Time**

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

**Subd. 1.** Starting times and shifts will be determined at the beginning and end of the school year. First shift will end no later than 6 p.m. Second shift will end no later than 1 a.m.

**Subd. 2.** Once a shift is established, at least two (2) weeks' notice shall be given before a change.

**Subd. 3.** When an employee is absent from work for more than five (5) days, the employee's shift shall be offered to current building custodians in seniority order. A substitute, if any, will be assigned the remaining shift. If a suitable substitute is not available, the shift change will not occur.

**Subd. 4.** Shifts may be adjusted on non-student contact days with a mutual agreement among the employee, the building principal, and the Director of Building and Grounds.

### **Section 3. Tuition for Course of Study**

With the School District's prior approval, employees shall be reimbursed for the cost of tuition for a course of study in areas related to the employee's job responsibilities under the following conditions:

1. The course requested is related specifically to the employee's job functions;
2. Transcript verifying a "C" grade or above, or a certificate of satisfactory completion if lesser grades are not assigned, is received; and

3. Attendance at a minimum of 90% of the class sessions is verified by the instructor.

#### **Section 4. State of Minnesota Engineer License**

Employees in classifications II, III, IV, V and VI, of the wage schedule must have and maintain a State of Minnesota Engineer license not less than 2<sup>nd</sup> Class C Grade. The School District reserves the discretion to grant a new hire up to two (2) years to obtain licensure under this provision. Failure to maintain licensure will be cause for immediate discharge. It is the responsibility of the employee to obtain and maintain the licensure and for all associated costs.

#### **Section 5. Training**

Training and other professional development opportunities in the areas of machinery, equipment operation, licensure and certification including DOT driving certification may be provided for all unit members who desire such training as approved by the district.

#### **Section 6. Workshops Staff Development**

The school district will pay for all reasonable employee expenses to employees who are required by the school district to attend workshops, schools or meetings to maintain the necessary skills for the employee's position. Attendance at meetings, conventions, and workshops related to the employee's position will be granted without the loss of pay provided that the time for attendance is approved in advance by the employee's Principal or Director. Any employee may be given the option to attend a workshop of the employee's choosing for self-improvement subject to the building principal's or the appropriate director's approval.

### **Article V Vacations**

#### **Section 1. Eligibility**

For employees with less than 1 year of service, as defined by Article III, Section 6, vacation will be earned and allocated to employees on a monthly basis.

If an employee does not complete his/her probationary period, any unused vacation will not be paid out to the employee, and any vacation used during the probationary period will be considered unearned and will be deducted from gross pay on the employee's final paycheck.

#### **Section 2. Earned Vacations**

For all employees, except those with less than one (1) year of service, vacation is credited to an employee on the first day of the fiscal year and credited on a prorated basis for part-time employees covered by this collective bargaining agreement.

Employees shall be credited vacation as follows:

Less than 1 year of service – 4 hours/month  
1-5 years of service – 80 hours annually  
6-10 years of service – 120 hours annually  
11-15 years of services – 160 hours annually

16+ years of service – 200 hours annually

### **Section 3. Request for Vacation Time**

Request for vacation shall be submitted at least two weeks prior to use of vacation time. Vacations shall not be granted in less than an eight-hour block of time. However, vacation may be taken, with district approval, in a four-hour block (half day) if coverage for that period of time is not required or a substitute can be obtained. The custodian will submit the online request routed to the Director of Buildings and Grounds for approval. At the point of receiving the notification of the online request, the Director of Buildings and Grounds will approve or disapprove within 5 days of receiving this notification. If an employee has not received an online system response to the vacation request in writing within five days of submitting the request, the request will be deemed to have been granted and the employee will be allowed to take the requested time as vacation. If the Director of Buildings and Grounds is not available within this one-week period, the requests will need to be forwarded to a designee approved by the Director of Buildings and Grounds. The district will provide computer training for vacation requests for all custodians who request it.

### **Section 4. Holidays that Fall within Vacation Period**

Any legal holiday or holidays that fall within an employee's vacation period shall not count as a vacation day.

### **Section 5. Vacation Pay upon Leaving Employment**

Any employee who leaves the employ of the School District during the calendar year for any voluntary reason and gives two-week's notice shall receive up to ten (10) days of earned available vacation pay upon separation. If an employee does not complete their probationary period, any accrued vacation shall be prorated based on days/hours worked in the assignment. Any over-use of vacation time shall be deducted from the employee's last paycheck. Any employee whose employment is terminated will not receive any vacation payout and any overused vacation time will be deducted from the final paycheck.

### **Section 6. Vacation Accrual**

Custodians will be allowed to carryover up to ten (10) days of accrued vacation each fiscal year. All other vacation time must be used during the year in which it is accrued, July 1 through June 30, or it will be forfeited.

## **Article VI Sick Leave**

### **Section 1. Sick Leave**

**Subd. 1.** A full time employee shall earn sick leave at the rate of 8 hours for each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Part time employees' sick leave will be prorated based on the employee's hours worked per day up to eight hours.



**Subd. 2.** Unused sick leave hours may accumulate to an unlimited maximum.

**Subd. 3.** Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness of the employee or the employee's minor children, which prevented attendance and performance of duties on that day or days.

**Subd. 4.** A certificate from a physician may be required whenever an absence for three or more consecutive days occurs.

**Subd. 5.** Sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.

**Subd. 6.** Sick leave pay shall be approved only upon submission of an absence recorded in the school district online system by the employee.

**Subd. 7.**

Earned sick leave may be used for illness or injury of relatives pursuant to *MS 181.9413* but must at least include the following individual's brother, sister, mother, father, spouse, child, in-laws, grandparents and grandchildren.

## **Section 2. Family and Medical Leave**

Upon application, employees will be granted up to twelve (12) weeks of unpaid leave consistent with the Federal Family and Medical Leave Act.

## **Article VII Holidays**

### **Section 1. Eligibility**

This Article shall apply to employees who are regularly employed on a twelve (12) month basis and thirty (30) hours week on a regular assignment and shall not apply to employees regularly assigned less than twelve (12) months a year and thirty (30) hours per week.

### **Section 2. Paid Holidays**

Custodians will be paid for nine (9) holidays listed below and four (4) floating holidays days to be taken on any of the following days subject to administrative approval seven (7) calendar days in advance, when school is not in session. Examples of non-school days are educational conventions, day after Thanksgiving, days during Winter Break, days during Spring Break, and District workshops/staff development days. The only exception to the requirements that school not be in session is that the floating holidays may be used for a religious holiday not listed in this section. Employees who fail to take floating holidays on the days listed will forfeit them.

Fourth of July	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Christmas Eve Day	Good Friday
Memorial Day	

- New hire employees starting after July 1 and before Thanksgiving will be credited with four (4) floating holidays after completing their probationary period.
- New hire employees starting after Thanksgiving and before Martin Luther King Jr. day will be credited with three (3) floating holidays after completing their probationary period.
- New hire employees starting after Martin Luther King Jr. day and before Presidents' Day will be credited with two (2) floating holidays.
- New hire employees starting after Presidents' Day until June 30<sup>th</sup> will not be credited with floating holidays until after July 1<sup>st</sup>.

**Subd. 1.** Conflicts shall be resolved by seniority within buildings.

**Subd. 2.** Employees whose normal shift includes work on Saturday or Sunday shall be allowed to take the two floating holidays on Saturday(s) and/or Sunday(s).

### **Section 3. Weekends**

Holidays that fall on weekends will be observed on Friday or Monday as established by the School District.

### **Section 4. Eligibility**

In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless he/she is on approved leave or on vacation under these provisions.

## **Article VIII Hours of Service**

### **Section 1. Overtime**

All overtime will be assigned on an as needed basis. This will be scheduled as determined by the Director of Buildings and Grounds or their designee. Assigned Overtime will be a minimum of two hours and up to a maximum of 8 hours. The assigned overtime shifts will be published via the School District email system a minimum of one month in advance. A minimum notice of 48 hours shall be provided via the School District email system if overtime is cancelled by the Director of Building and Grounds or their designee. Failure to provide 48-hour notice will result in the scheduled employee receiving 2 hours of pay at their regular rate of pay.

**Section 2. Minimum Callback:**

There shall be a two (2) hour minimum pay for call back at time and one half (1.5x) when an employee must either return after leaving work or is called in on a day off. Two (2) times the regular rate of pay shall be paid for holidays and Sundays.

**Section 3. Split Shifts**

Split shifts will be assigned, only by mutual agreement between employer and the affected employee, and the exclusive representative shall be notified before any shifts are agreed upon.

**Section 4. Two Weeks' Notice**

Two weeks' notice shall be required of an employee if he/she wishes to resign. Two weeks' notice shall be given an employee if he/she is to be subject to reduction in force.

**Section 5. Inclement Weather**

In the event schools are closed due to inclement weather or other emergency closings, custodians will work four hours on that day, and shall receive the regular eight hours pay for the day. If weather conditions during the school closure are deemed hazardous to travel according to the Department of Transportation, 8 hours of vacation/personal leave may be used.

If the inclement weather conditions improve and the employee works the last four hours of their shift, they shall receive the regular eight hours pay for the day. The employee must call the Director of Building and Grounds for approval to work for the last four hours of their shift.

**Section 6. Emergency Schedules and Assignments.**

In the event of an energy shortage, severe weather, pandemic or other emergency, the School District reserves the right to modify the school day, employee schedules and/or building assignments as the School District shall determine is in the best interests of the school district.

**Section 7. Holiday/Sunday Pay**

Employees shall be paid two times the rate for hours worked when the employee is required to work on a holiday or on a Sunday (excluding employees regularly scheduled to work on Sundays).

**Section 8. Union Meetings**

The union shall be allowed up to four all member meetings during the duration of this agreement with a maximum of four hours total for contract proposal development and for contract ratification; the union shall attempt to schedule these meetings on non-student contact days. The meetings may be held during the work day. The exception to this shall be if the ratification occurs in a year other than the year in which the contract expires. The union shall schedule the meetings and inform the Director of Human Resources at least five working days prior to the scheduled meeting.

## **Article IX Leaves of Absence**

### **Section 1. Personal Leave**

Employees may use 24 hours of personal leave per year for personal business and emergencies, a transaction, hearing, or consultation which requires the presence of the staff member during working hours, and which would be impossible to fulfill at any other time. Requests for personal leave must be submitted to the staff member's supervisor in writing two days in advance, except in emergency cases. The reason for the personal leave will be stated unless it is of a very private nature. For newly hired members, the personal leave allocation shall be pro-rated based on start date. The revised terms of this section will be effective beginning July 1, 2020.

### **Section 2. Jury Duty**

All employees, regardless of scheduled shift, shall be granted the additional amount to make up full pay if required to serve on jury duty or subpoenaed for any court duty. The employee must submit the jury duty notification document to human resources prior to entering time off for jury duty. An employee must reimburse the district the full amount earned for the jury duty, less mileage, and provide documentation of the accompanying payment for jury duty.

### **Section 3. Unpaid Leaves of Absences**

In the event of a serious illness by an employee covered by this contract whereby accumulated sick leave is entirely used and is unable to return to normal duties because of this illness, the School Board grants a temporary unpaid leave of absence for the balance of said fiscal year. Said temporary leave may be, at the discretion of the Board, further extended by School Board action upon its expiration.

**Subd. 1. Credit:** An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time he/she went on leave. No further credit shall accrue for the period of time that an employee was on unpaid leave.

### **Section 4. Supplementation to Workers' Compensation Benefits**

Subd. 1. An employee who is absent from work due to a work-related injury and is receiving workers' compensation benefits may elect, in writing, to supplement workers' compensation benefits by using his/her accrued sick leave and/or vacation leave in order to receive the full amount of his/her normal pay.

Subd. 2. If an employee elects to supplement workers' compensation benefits under Subd. 1, the amount of the employee's accrued sick leave or vacation leave shall be proportionately reduced in the amount of the supplemental pay. Elections will automatically cease when the employee's accrued sick leave and vacation leave have been exhausted.

Subd. 3. In no event shall an election to supplement workers' compensation benefits from accrued sick leave or vacation leave result in an employee receiving more than his/her normal daily, weekly or monthly pay.

Subd. 4. Employees must provide the documentation needed to determine the supplemental amount payable from accrued sick leave or vacation leave. Elections pursuant to this Section are valid only during periods during in which the employee is receiving workers' compensation benefits.

### **Section 5. Bereavement**

An employee shall be granted up to five (5) days bereavement leave per occurrence on the determination of the employee due to the death of a member of the family. The family includes spouse, child, parent, sibling, grandchild, niece, nephew, aunt, uncle, grandparent, in-laws of the same degree, other parent of child and regular members of the immediate household. In extenuating circumstances, an employee can request approval from Human Resources for use of this benefit for an individual who is not listed above but who stands in the same relationship with the employee. This leave shall be deducted from sick leave benefits. Additional bereavement leave may be granted at the discretion of the Superintendent or designee.

### **Section 6. Union Leave**

A total of no more than eight (8) hours per year may be used for union business at the discretion of the Union President. The president will approve member use of this time and must consult with the Director of Buildings and Grounds when time off for union business is requested.

### **Section 7. Child Care Leave**

Employees covered by the contract shall be eligible for child care leave as follows:

**Subd. 1.** An unpaid child care leave shall be granted by the School District subject to the provisions of this Section and the Family Medical Leave Act. Child care leave shall be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

**Subd. 2.** An employee electing child care leave shall inform the Superintendent in writing of intention to take leave at least three (3) calendar months before commencement of the intended leave. The commencement of leave shall be advanced to such time as may be necessary to accommodate premature birth.

**Subd. 3.** If the reason for the child care leave is occasioned by pregnancy, an employee may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement and the Family Medical Leave Act. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected day of delivery.

**Subd. 4.** In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- A. Grant any leave more than twelve (12) months in duration
- B. Permit the employee to return to his/her employment prior to date designated in the request for child care leave.

**Subd. 5.** An employee returning from child care leave shall be re-employed in the position which was held at the commencement of the leave.

**Subd. 6.** 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 in the leave.

**Subd. 7.** The parties agree that the applicable periods of probation for employees as set forth in Minnesota Statutes are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, 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. 8.** 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 beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence of child care leave.

**Subd. 9.** Provisions of this policy which apply after the birth of a child also apply following the adoption of a child. Up to six (6) weeks may be taken as paid leave, providing the employee has accumulated adequate sick leave. The paid leave shall come from the employee's accumulated sick leave.

## **Section 8. Aging Parent Leave**

**Subd. 1.** An unpaid aging parent leave shall be granted by the School District subject to the provisions of this section. Aging parent leave shall be granted because of the need to prepare and provide care for an aging parent of the employee for an extended period of time.

**Subd. 2.** An employee electing aging parent leave shall inform the Superintendent in writing of his/her intention to take this leave as soon as known. The leave shall be approved at the discretion of the Superintendent.

## **Article X Rates of Pay**

### **Section 1. Wage Schedule -See Attachment A**

The classification, hourly wage and differentials in Attachment A, including step advancement shall be a part of this Agreement and will be paid for each hour worked or taken as paid leave by the employee. Upon ratification of this agreement, salary, step advancement and benefits shall be retroactive to July 1, 2019. Retroactive pay and benefits shall apply only to employees employed at the time of ratification.

### **Section 2. Step Placement**

When hired, Custodians may be placed on the wage schedule at the discretion of the School District.

### **Section 3. Substitute Differential**

An employee substituting in a higher classification, will be paid the wages for that classification after the second consecutive day retroactive to the start of the substitute service.

### **Section 4. Uniforms**

Clean, pressed and mended uniforms will be required with color, style, and vendors to be determined at meet and confer with the Union, the Director of Finance, and the Director of Buildings and Grounds. Work shoes, coveralls, or other items that are approved by the Director of Building and Grounds will be considered authorized uniform items. Claims must be submitted prior to October 31 for payment. Uniforms are required year around. Eligibility for this benefit is limited to employees who have completed the probationary period.

Uniform shirts and safety rated clothing/equipment for use in high voltage areas will be provided by the District at no cost to the employees. Pants meeting District specifications should be purchased by the employee with no reimbursement from the District. Qualified non slip shoes shall be worn at all times during the work day except for occasions which require alternate outdoor footwear. A \$300.00 allowance will be paid to the employee on the first paycheck of each fiscal year to purchase qualified non slip shoes.

### **Section 5. Off-Site Lunch Break**

Employees may the leave work site during lunch break provided that the custodian has his/her pager or cell phone on at all times during his/her break and that the employee will immediately return to work if called back to the building. The employee's time will be recorded using the district approved method when leaving the building for lunch.

### **Section 6. Job Descriptions**

All changes to job descriptions will be reviewed with the Union President.

## **Article XI Insurance**

### **Section 1. Selection of Carrier**

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

## Section 2. Insurance Benefits

**Health and Hospitalization Contribution:** The School District shall contribute up to the same amount provided for the teachers for all custodians working 80% or more of a full time schedule and who are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

The district's contribution toward health insurance shall be:

Single	100% of the Base plan
Employee + 1	81% of the Base plan
Family	74% of the Base plan

**Long Term Disability Contribution:** The District will provide a long-term disability insurance plan for employees scheduled to work 20 or more hours/week providing a benefit of 70% of basic annual salary in the event of disability caused by sickness or accident. The waiting period for this benefit shall be 60 calendar days. Participation in the plan is mandatory for all qualified employees and the premium for the plan will be paid by the employee through payroll deduction. An hourly wage adjustment has been made to compensate for the deduction of the Long Term Disability premium.

**Life Insurance Contribution:** The District will provide a group term life insurance policy on the life of all custodians scheduled to work 20 or more hours/week by the District in the amount of \$50,000. Each custodian may apply for up to \$150,000 of supplemental coverage at their own expense.

**Dental Insurance Contribution:** The District shall contribute the total premium for individual coverage for all custodians scheduled to work 40 hours/week by the School District who qualify for and who are enrolled in the School District dental health plan. For custodians working less than 40 hours/week, but more than 20 hours/week, a prorated amount towards premium for individual coverage will be contributed by the District.

## Section 3. Claims against the School District

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

## Section 4. Duration of Insurance Contributions

An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon exhaustion of sick leave or termination of employment, all District contributions shall cease except as stated in Article XVI, Section 9.



### **Section 5. Eligibility**

Benefits provided in this Article are designed for permanent personnel.

### **Section 6. Continuation of Insurance after Retirement**

An employee who retires after age 55 and has fifteen (15) years of service to the District, pursuant to severance pay or qualified for disability retirement at any age may continue participation in the District group medical and group life insurance plans. The employee shall pay the entire premium for such insurance commencing with the date of retirement.

### **Section 7. IRS 125b Plan**

An IRS 125B plan will be made available to custodial employees.

## **Article XII Reduction in Force**

### **Section 1. Layoff**

In the event it is necessary to reduce the work force, the least senior employee shall be first laid off. Employees shall be laid off in accordance with the following:

**Subd. 1. Custodian Job Classification:** In the case of elimination of a position or reduction in the work force, the employees affected may exercise their seniority by replacing a junior employee within his/her classification if qualified. Employees displaced with no junior employee to displace shall be placed on layoff in accordance with Subd. 2 of this section.

**Subd. 2. Recall from Layoff:** Employees shall be recalled from layoff based on seniority, the last employee laid off shall be the first employee recalled. Employees shall retain recall rights for a period of two (2) years from the date of layoff. Employees recalled from layoff shall have their earned sick leave and seniority reinstated as of the date of layoff. The employee shall forfeit these rights if they fail to report for work within fifteen (15) work days.

**Subd. 3. Declination of Vacancies:** A custodian may decline a vacant position for which the custodian is qualified if the position is not equal in hours or pay to the employee's original position and still retain recall rights.

**Subd. 4. Acceptance of Vacancies:** A custodian may accept a vacant position for which the custodian is qualified if the position is not equal in hours or pay to the employee's original position and still retain recall rights.

### **Section 2. Seniority Date**

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement, and upon acquiring seniority, the seniority date shall relate back to the first date of

service. If more than one employee commences work on the same day, seniority ranking for such employees shall be determined by the last four digits of their social security number whichever is greater. The seniority list is to be published and posted by October 1. Any person whose name appears on the seniority list shall have 21 days from the date of posting to supply written documentation, proof, and request for change in seniority. Failure to make a timely request for change shall constitute a waiver of the right to challenge the posted list. Upon completion of the challenge period the seniority list may not be challenged until the subsequent year's posting period.

### **Article XIII Job Postings**

Positions which become available shall be posted for a minimum of 5 working days.

1. The applicants whose background and abilities best meet the requirements of the posted position will be called in for an interview by the Director of Buildings and Grounds.

### **Article XIV Grievance Procedure**

In case of a dispute having to do with the interpretation of/or adherence to the terms and/or provisions of the Agreement, the following procedure will be followed:

**Step 1.** The individual or individuals concerned shall take the matter up with their immediate supervisor (Director of Buildings and Grounds) for settlement within ten (10) scheduled working days. If the parties fail to agree or the immediate supervisor fails to adjust the alleged grievance within ten (10) scheduled working days after the grievance is made, the employee may appeal it to the 2nd step as hereinafter provided.

**Step 2.** The employee with the representation of the President shall take the matter up with the Director of Human Resources within 10 days after the alleged original occurrence. If the parties fail to agree or the matter has not been adjusted within five days after the grievance has reached the 2nd step, the employee may appeal to the 3rd step as hereinafter provided.

**Step 3.** The employee with the representation of the President may appeal the grievance to the Superintendent or designee within five (5) scheduled working days after the employee received the written response to Step 2. If the parties fail to agree or the matter has not been adjusted within five (5) days after the grievance has reached Step 3, the employee may appeal to Step 4 as hereinafter provided.

**Step 4.** A Petition for Mediation will be filed within 20 days with the State of Minnesota, Bureau of Mediation Services to attempt adjustment of the matter between the parties involved. If the Mediator cannot resolve the dispute within a reasonable time, he/she shall in good judgment

declare an impasse. If an impasse has been declared the dispute may then be appealed to Step 5 as hereinafter provided.

**Step 5. Arbitration Procedures.** In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

**Subd. 1. Request.** A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following the decision in Step 3 of the grievance procedure.

**Subd. 2. Prior Procedure Required.** No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provision.

**Subd. 3. Selection of Arbitrator.** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement is reached, either party may request that the Bureau of Mediation Services (BMS) supply a list of arbitrators from which the parties shall strike until a single arbitrator is selected pursuant to Minn. Stat. 179A.21, Subd. 2. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

**Subd. 4. Submission of Grievance Information.**

- a) Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
  1. The issues involved.
  2. Statement of the facts.
  3. Position of the grievant.
- b) The School Board shall make a similar submission of information to the union within 5 days of the appointment of arbitrator.

**Subd. 5. Hearing.** The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall be a hearing *denovo*.

**Subd. 6. Decision.** The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971 as amended.

**Subd. 7. Expenses.** Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested shall be borne by the party requesting the transcript.

**Subd. 8. Jurisdiction.** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall 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. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation with the legal limitations surrounding the financing of such operations.

## **Article XV**

### **I.R.S. Code 403(b)**

#### **Section 1. Matching Annuity**

Effective no later than July 1, 2001, an eligible Custodian may participate in the District's matching annuity program as provided in M.S. 356.24, subd. 1(5) ii, subject to the provisions contained in this Article.

#### **Section 2. Eligibility**

In order for a Custodian to be eligible to participate in the matching annuity plan, the following criteria must be met.

**Subd. 1.** Custodians working 80 percent or more of a full time schedule shall receive the full contribution.

#### **Section 3. District Contribution**

The maximum annual District contribution shall be based on matching a Custodian's contribution per the following:

**Subd. 1.** Effective July 1, 2003 the following rate table is to be used to calculate the matching amount for employees. The maximum annual District contribution shall be based on matching an employee's contribution per the following:

	2021-2023
Zero to 1 (one) years in Fridley	\$0
2 (two) to 3 (three) years in Fridley	\$200
4 (four) to 9 (nine) years in Fridley	\$1450
10 (ten) to 14 (fourteen) years in Fridley	\$1550
15 (fifteen) to 19 (nineteen) years in Fridley	\$1650
20 (twenty) + years in Fridley	\$1750

**Subd. 2.** The District contribution will begin when the employee initiates an eligible investment program. The amount of the District's contribution will not exceed the benefit schedule set out in Subd. 1. above.

**Subd. 3.** An employee may elect to contribute to the selected program more than the district match. This Article only defines the limits of the district's participation in the selected program.

**Subd. 4.** The district match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

**Subd. 5.** When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.

**Subd. 6.** All provisions of this Article are subject to applicable code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b), but not subject to the Grievance Procedure at Article XIV.

**Subd. 7.** A provider from an approved list of investment companies authorized by the District can be selected by the employee to receive the employer match on behalf of the administrator.

**Subd. 8.** Contributions cannot be retroactive to the previous calendar year.

**Subd. 9.** The District's maximum lifetime contribution shall be no more than \$50,000.

**Subd. 10.** After they have accumulated 10 days of vacation leave, custodians may make an irrevocable election for the school district to contribute to the employee's 403(b) account up to 10 days of the annual allocation of vacation leave at step one (1) of employee's band and grade. Members must make this irrevocable election prior to June 1st affecting the following fiscal years' accrual.

**Section 4. Judicial Decision**

If there is any judicial or administrative decision, which deems any part of this article illegal or unconstitutional, this article becomes null and void and becomes subject to re-negotiation.

**Article XVI**

**THIS AGREEMENT** shall be in force from July 1, 2019 through June 30, 2021, and shall continue as is from year to year unless either party shall notify the other in writing 60 days prior to expiration date of existing contract of their desire to re-open negotiations.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly executed in behalf of the parties.

Education Minnesota Fridley Custodians  
AFL-CIO

As Representing the School Board  
School District 14

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**Attachment A**  
**Wage Schedule 2021-2023**  
**FRIDLEY CUSTODIANS**

<b>2021 - 2022</b>					
<b>Step</b>	<b>Custodian</b>	<b>Night Lead</b>	<b>Maint Tech Elem and FCC Head Engineers</b>	<b>Head of Grounds MS Head Engineers</b>	<b>HS Head Engineers</b>
1	16.06	19.35	21.21	23.54	24.23
2	16.61	20.09	21.95	24.43	25.12
3	17.17	20.88	22.73	25.65	26.33
4	17.75	21.69	23.53	26.53	27.19
5	18.36	22.54	24.36	27.45	28.1

<b>2022 - 2023</b>					
<b>Step</b>	<b>Custodian</b>	<b>Night Lead</b>	<b>Maint Tech Elem and FCC Head Engineers</b>	<b>Head of Grounds MS Head Engineers</b>	<b>HS Head Engineers</b>
1	17.06	20.35	22.21	24.54	25.23
2	17.61	21.09	22.95	25.43	26.12
3	18.17	21.88	23.73	26.65	27.33
4	18.75	22.69	24.53	27.53	28.19
5	19.36	23.54	25.36	28.45	29.1

<b>Shift Differential</b>	<b>Amount</b>
2nd Shift	\$0.50

**Longevity**

Employees shall receive longevity pay recognizing their years of service with the employer on the following basis:

After 10 years	\$0.50 per hour
After 15 years	\$0.55 per hour
After 20 years	\$0.60 per hour
After 25 years	\$0.65 per hour

**Subd. 5.** When an employee has an eligible plan in effect, the district's contribution shall be automatic unless the employee requests otherwise.

**Subd. 6.** All provisions of this Article are subject to applicable code provisions of Minnesota Statutes, Internal Revenue Code Section 403(b), but not subject to the Grievance Procedure at Article XIV.

**Subd. 7.** A provider from an approved list of investment companies authorized by the District can be selected by the employee to receive the employer match on behalf of the administrator.

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**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly executed in behalf of the parties.


Education Minnesota Fridley Custodians  
AFL-CIO

As Representing the School Board  
School District 14

By 

By 

By 

By 

Dated 05/13/2022

Dated 5/17/2022