

CUSTODIAL AND MAINTENANCE WORKERS COLLECTIVE BARGAINING AGREEMENT

INDEPENDENT SCHOOL DISTRICT #882
AND SCHOOL SERVICE EMPLOYEES SEIU LOCAL 284

Effective Dates: July 1, 2023 through June 30, 2025

MONTICELLO PUBLIC SCHOOLS CUSTODIAL AND MAINTENANCE EMPLOYEES MASTER AGREEMENT

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**ARTICLE I
PURPOSE**

This Agreement, entered into between the School Board of Independent School District #882, Monticello, Minnesota (hereinafter referred to as the “School Board”) and the School Service Employees Local 284 (hereinafter referred to as “exclusive representative”), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 and amended in 1973 (hereinafter referred to as “the P.E.L.R.A. of 1971”), to provide the terms and conditions of employment for custodial plant and maintenance staff members during the duration of the agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971, the School Board recognizes School Service Employees Local 284 as the exclusive representative for custodial plant and maintenance staff members employed by the School Board of Independent School District #882, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 and as described in the provisions of this Agreement.

Section 2. Sole Bargaining Representative: Recognizing that the Union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all employees within the coverage of this Agreement, without regard to membership in the Union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer’s personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of the Agreement, the terms “Monticello Public Schools’ custodial staff” shall mean all persons in the appropriate unit employed by the School Board excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or 35% of the work week, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) full working days in any calendar year and emergency employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971.

Section 4. Definition of Work: It is understood that the routine work of the personnel covered under this Agreement shall also include all maintenance work needed to operate and maintain the buildings and grounds in good condition. This shall include the normal cleaning functions, plumbing, glazing, painting, carpenter repairs, electrical repairs, etc., insofar as the capabilities of the individual will allow.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy.

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

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

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the employee's 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.

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

Section 3. Request for Payroll Deduction, Authorization and Remittance: Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee. The District will commence deductions within thirty days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty days of the deduction.

The notice will include certification from the Union that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or canceled their authorization in writing in accordance with the terms of the original authorizing document.

The Union will indemnify the District for any successful claims made by an employee for unauthorized deductions made in reliance upon certification or information received from the Union.

Section 4. Union Access to Information: It is in the interest of the employer and the Union that all newly hired employees are informed of their rights, obligations and benefits of their employment with the District. Accordingly the District shall inform the Union representative and steward(s) of all new hires within ten working days of hire.

Section 5. Union Business: The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting Union business. The School District shall afford reasonable time off to elected officers or appointed representatives of the exclusive representative and shall, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.

The School District shall grant with pay ten (10) days, of which four (4) of these days may only be used for negotiations or issues related to the contract, to be used during the contract year for business covered under this provision.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay:

Subd.1. The wages reflected in Appendix A, attached hereto, shall be a part of the Agreement.

Subd. 2. The wages reflected in Appendix B, attached hereto, shall be a part of the Agreement.

Subd. 3. The School Board reserves the right to withhold a wage increase in individual cases when it can be shown that a demonstrable deficiency in the performance of an individual employee necessitates such action.

Subd. 4. Wage increases shall be effective on July 1st of each contract year. Those employed prior to January 15th will qualify for the full second step. Those employed January 15th or later will qualify for a pro-rated raise.

Subd. 5. All custodians will be paid for hours worked based on hours recorded in the electronic time clock each pay period. Employees will be paid two times each month on the 15th and the 30th. There will be a two-week delay between hours worked and the payroll period hours are paid.

Subd. 6. Seniority Rights: The Board recognizes that the purpose of seniority is to provide a declared policy as to the order of lay-off and recall of employees, and advancement or promotion. Employees with the least continuous service shall be laid off first. If any opening subsequently occurs, the laid off employee with the most continuous service shall be the first recalled. If a former employee elects not to return to work when recalled, he shall lose his seniority rights. An employee who is properly discharged or resigns shall forfeit his seniority and, in the event of re-employment, his seniority rights shall begin as of the date of his re-employment. Promotion will be based on seniority and the applicant's qualifications to fit the job description.

Subd. 7. Layoff: In the event the District restructures custodial positions, as has been the past practice, the District shall allow the members of the custodial bargaining unit to determine, who will take what position.

Section 2. Mileage Reimbursement: The School District shall pay the IRS approved mileage reimbursement rate to custodians for mileage related to the use of a personal car for School District business.

Section 3. Uniform and Footwear Allowance: The employer will pay \$475.00 for school year 2023-24 and \$475.00 for school year 2024-25 payable on the July 30th paycheck, towards the purchase of designated school custodial uniforms. New employees will receive their uniform allowance upon completion of the probationary period.

Section 4. Split Shifts: Split shifts shall be defined as two periods of work in one (1) day separated by more than a one (1) hour period. A custodian from each building in the District may be required to work an occasional split shift. These split shifts will be held to a minimum.

Section 5. Part-time, Temporary, and/or Seasonal Assignments:

Subd. 1. Part-time, Temporary, and/or Seasonal employees are those employees of the unit scheduled for less than thirty (30) hours per work week but not fewer than fourteen (14) hours per week. The number of Part-time, Temporary, and/or Seasonal employees shall be limited to no more than the number of Head Custodians employed by the District.

Subd. 2. Part-time, Temporary, and/or Seasonal employees who retired in good standing from the District shall be placed at the Salary and Longevity wages occupied at the time of retirement.

Subd. 3. Part-time, Temporary, and/or Seasonal employees who retired in good standing from the District shall be placed at the Differential and License wages occupied at the time of retirement if necessary for the assignment.

Section 6. Retroactive Pay: Any changes to rates of pay or benefits shall be retroactive as negotiated in the new agreement for all active employees and employees who retired in good standing who completed work during the contract period.

ARTICLE VII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time custodial employees shall earn sick leave at the rate of fifteen (15) days annually at the start of each fiscal year, but only a maximum of 120 sick leave days will carryover as of June 30th of each year.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 120 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented the employee's attendance at school and performance of duties on that day or days. Employees out on sick leave may be requested to provide a doctor's note indicating that illness prevented the employee's attendance at work.

Subd. 4. Sick leave allowed shall be deducted from the accumulated sick leave days earned by the employee.

Subd. 5. Up to sixty-five (65) days, per occurrence, of accumulated sick leave may be used in case of emergency or illness in the immediate family. Immediate family be identified as those individuals designated in State Statute. It shall also include step children.

Subd. 6. Emergency Leave: For life threatening emergencies involving non-immediate family members, up to four (4) days of sick leave may be used. Thereafter, in each fiscal year, the employee may use pay-deduct days for life threatening emergencies. For purposes of this subdivision, non-immediate family members shall be defined as grandchildren and corresponding in laws.

Section 2. Personal Leave: An employee may be granted two (2) days of personal leave per year. An additional personal leave day shall be granted to all employees, at the beginning of

the fiscal year of their 20th year of service to the School District. This additional personal leave day, shall be used only on non-student contact day. Personal leave days may be taken without stating a reason, provided that 24-hour notice is given to the Superintendent or designee.

Subd. 1. Each school year, each year that a custodian carries over sixty-one (61) days or more of accrued, unused sick leave into the following year, the custodian will receive one (1) additional personal day.

Subd. 2. Upon successful completion of the probationary period the employee will receive one additional personal day.

Section 3. Funeral Leave: In the event of a funeral or death in the immediate family, custodians may use two (2) days of funeral leave with pay per occurrence. If additional days are needed, they may use up to three (3) days of accumulated sick leave per event. Immediate family shall include the following: wife, husband, children and any relative of whom the employee is the legal custodial guardian. Funeral leave is also extended for the following family members: sisters, brothers, parents, niece, nephew, aunt, uncle, brother-in-law, sister-in-law, father-in-law or mother-in-law, grandparents and grandchildren. Additional days may be granted at the discretion of the Superintendent or designee.

Section 4. Paternity Leave: A custodian may use up to ten (10) consecutive working days paternity leave (paid sick hours) for the birth of a child if the sick leave is available.

Section 5. Child care Leave:

Subd. 1. A child care leave may be granted by the School District subject to the provision of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for child care leave shall notify the Superintendent or designee in writing of the request to take the leave at least three (3) calendar months before commencement of the intended leave. The employee shall include in the application for child care leave, the requested commencement date and return date of the leave request. The employee shall also supply a physician's statement indicating the estimated delivery of the child.

Subd. 3. 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 12 months in duration, or;
- b. Permit the employee to return to employment prior to the dated designated in the request for a child care leave.

Subd. 4. If the employee complies with all provisions of this section and a child care leave is granted by the School Board, the School Board shall notify the employee in writing of its action.

Subd. 5. An employee returning from childcare leave shall be reinstated in a position for which the employee is qualified unless previously discharged or laid off.

Subd. 6. Failure of the employee to return at the date determined in this section shall constitute grounds for termination of employment, unless the School District and the employee mutually agree in writing to an extension in the leave.

Subd. 7. An employee who returns from child care leave within the provisions of this section shall retain all previously earned experience credit and unused sick, personal and vacation time that was accrued prior to the beginning of the leave. The employee will not earn any additional experience credit or time off while out on child care leave.

Subd. 8. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as they wish to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs will terminate if the employee does not return to the District pursuant to this section.

Subd. 9. The parties further agree that a child care leave of absence shall be granted within one of the following conditions:

- a. Child Birth Leave: Child birth leave with pay utilizing sick leave for a part or all of an employee's leave per FMLA.
- b. Child Care Leave: Child care leave without pay meeting the conditions of this section. No leave shall be for more than 12 months in duration, the employee on leave must be giving full-time care to the child.
- c. Combination of Child Birth and Child Care Leave: A combination of child birth leave with pay for the duration of accrued sick leave in the employees account and child care leave without pay for the balance of the leave as per this agreement. No leave shall be more than twelve (12) months in duration.

Section 6. *Worker's Compensation:*

Subd. 1. Upon the request of an employee 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 employee and the employee's regular rate of pay to the extent of the employee's accumulated sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave and/or vacation time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Worker's Compensation.

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

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

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave or vacation pursuant to this policy shall show the Worker's Compensation check to the School District prior to receiving payment from the School District for the absence.

Section 7. Jury Duty: All employees shall be granted the difference between their regular pay and jury duty pay if required to serve on jury duty. If second shift employees serve for a minimum of four hours on jury duty, they will not be asked to work a regular shift.

ARTICLE VIII HOURS OF SERVICE

Section 1. Work Week: The work week shall be eight (8) hours per day five (5) consecutive days per week unless otherwise requested by the employee and concurred with by the District. Qualified senior workers shall have the choice of shifts, subject to the approval of the administration and job requirements. All work over forty (40) hours shall be paid at the overtime rate of time-and-one-half (1 ½). Overtime must be approved in advance by the Superintendent or designee. For the purpose of calculating overtime, the work week shall be considered Sunday through Saturday. Night shifts shall be defined as a shift ending after 7:00 p.m. or starting after 3:00 p.m. To be eligible for the weekly night shift differential, workers must serve on at least three night shifts in the work week. If a paid holiday or vacation day falls during the work week, the employee must serve on at least two (2) night shifts in the work week to be eligible for the weekly night shift differential. All work completed between Saturday at 9:00 p.m. and Sunday at midnight shall be at the rate of time-and-one-half (1 ½).

Section 2. Work Day Changes: In the event of emergencies, the regularly scheduled work day may be changed by the Superintendent or designee.

Section 3. Lunch Break: Employees shall be provided a duty free lunch period of at least 30 minutes, the lunch period to be exclusive of the work day as designated. Where assignments are made that require an employee to be in the building for a continuous shift, the employee will be paid 1½ times the employee's normal pay for that time within this shift period. This meal time should be flexible to best protect the building and serve the public, but will be as close to normal meal time as possible.

Section 4. Daily Work Schedule: The individual employee's daily work program, including starting and quitting time, will be guided by the needs for best operation of the school building as determined by the Superintendent or designee.

Section 5. Vacations:

Subd. 1. Each employee will be granted a vacation period on July 1 on the following basis:

- a. Custodians who have completed one (1) to six (6) years of employment shall receive two (2) weeks of vacation.
- b. After six (6) years of consecutive employment – Additional week, totaling three (3) weeks.
- c. After twelve (12) years of consecutive employment – Additional week, totaling four (4) weeks.
- d. First year employees who do not complete a full year of service shall receive a prorated amount based on two (2) weeks of vacation for the full year on July 1st.

Subd. 2. For the first year of employment, the District will advance three (3) vacation days after completion of the probationary period. These vacation days may be used at the employee's discretion during the remainder of the first year with prior approval. Advanced vacation days that are used during the first year will be subtracted from the vacation days awarded on July 1.

Subd. 3. Unused vacation must be taken within six (6) months after the end of the contract year in which it is granted. Head and Lead Custodians shall have the ability to be reimbursed on a pro-rata basis for up to five (5) vacation days into an HRA account once every two (2) years provided such request is delivered to the District no later than December 15.

Subd. 4. Upon resignation or retirement all earned but unused vacation leave will be paid out at the employee's daily rate of pay. This payment shall be made into a District-sponsored Health Reimbursement Arrangement (HRA) on behalf of each eligible with a vendor of the District's choosing. The payment will be made within sixty (60) days of the effective retirement date. Any extended vacation (two-weeks or longer) in the month prior to retirement or resignation must be pre-approved by the Superintendent, or designee.

Subd. 5. The employer reserves the right to schedule all vacations. Vacations earned shall be granted upon three (3) days advance notice and approval of the Superintendent or designee.

- a. Employees are prohibited from taking vacation five (5) working days before school starts in the fall and five (5) working days after school ends in the spring.
- b. One (1) employee per building will be allowed to be on vacation at a time unless the Superintendent or designee makes exception to this requirement.

Section 6. Holidays: There shall be twelve (12) paid holidays for all employees covered under this Agreement.

Subd. 1. The following days will be observed as holidays: Independence Day, Day before or after Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving,

Christmas Eve Day, Christmas Day, New Year's Day, President's Day, Good Friday, Memorial Day, and Juneteenth.

Subd. 2. Double time pay shall be paid for employees who are called upon to work on a holiday, including work on Easter weekend, and the Saturday and Sunday of Thanksgiving weekend.

Subd. 3. On New Year's Eve, employees will not be scheduled to work beyond 7:00 p.m. except in emergency situations. Employees that volunteer to work a community or school event shall be paid 1.5x the employee's hourly rate for each hour worked after 7:00 p.m.

Section 7. Job Posting:

Subd. 1. Head and Lead Custodians: New positions or vacancies will be posted for a period of five (5) days on the District's webpage and delivered to all District employees via email. The posting shall include the available shift, which is subject to change as deemed necessary. Applications of the interested parties should be sent to the District Office. The leading candidates whose background and abilities best meet the requirements of the posted position will be called in for an interview by the Superintendent or designee. Movement during the probationary period will be limited and allowed only with approval by the Superintendent, or designee.

The Superintendent or designee, utilizing the various data which has been made available, will recommend the senior leading candidate.

The selection of the candidate for the position will be made in not less than five (5) working days after the completion of the posting of the position. Notification will be made to the candidate(s) selected for the position and the appropriate supervisor. Seniority shall prevail for all positions and the position will be filled by the senior qualified employee who applies.

Any senior applicant not granted a position has the right to request through the Union steward the reasoning behind the administration's rejection of his application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job postings.

Subd. 2. Expedite Posting Process:

Custodians: New positions or vacancies will be posted in each building for a period of five (5) days on a bulletin board provided in the custodial/maintenance area. The posting shall include the available shift, which is subject to change as deemed necessary.

A Union meeting will follow within one (1) week of the expiration of each posting to follow the steps below. Any Custodian interested in moving to any position that may come open during the process must be at the meeting. The District reserves the right to inform the Union's lead steward ahead of the expedite posting process of any position

that the District does not intend to fill if it should become open; if such a position becomes open during the expedite posting process, the lead steward shall call the meeting to a close with immediate effect.

Step 1: The position(s) that open following a posting will be filled by the most senior member of the Custodial union that is at the meeting and expresses interest in said position(s).

Step 2: The position(s) open by the process in Step 1 will be filled by the most senior member of the Custodial union that is at the meeting and expresses interest in said position(s).

Step 3: The position(s) open by the process in Step 2 will be filled by the most senior member of the Custodial union that is at the meeting and expresses interest in said position(s).

Step 4: This process will continue until there is no longer any interest in the open position(s).

Step 5: At that time, the District will post externally for the open position(s).

Seniority shall prevail for all positions and it will be filled by the senior qualified employee who applies.

If put before the Union membership of this unit by a majority vote, the District may request upon a job opening, an expedited posting day. During this day, the opening will be offered by seniority. The senior applicants' subsequent opening likewise will be offered by seniority and the process will continue, until the Union body has had the opportunity to fill all available positions, with the final open position filled by standard posting procedure. This would not apply to open lead positions, which will continue to be posted.

Section 8. Safety:

- A. All regulations and laws of the State of Minnesota and O.S.H.A. governing the safety of employees and building occupants shall be complied with by the employer and employees.
- B. Custodial/maintenance employees who are assigned to work in a building when they are the only person in the building will not be assigned tasks which are considered hazardous by the employee and the Superintendent or designee. Examples of such tasks are: ladder climbing, electrical circuit repair, tunnel crawling, outside patrolling and pursuit of vandals and services required in aquatic areas.

Section 9. Definition of a Work Year: For purposes of calculating daily rate of pay, the calculation shall be based upon 260 days per year.

ARTICLE IX GROUP INSURANCES

Section 1. Hospitalization Insurance & Health Savings:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2a. Health and Hospitalization Insurance: The School Board shall contribute a sum of up to \$1,903 per month for the 2023-24 school year and \$2,138 per month (family coverage) or \$975 per month (single coverage) for the 2024-25 school year toward the premium for coverage for each full-time custodian employed by the School District who qualifies for and is 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. For the purpose of this section, full time shall be defined by at least thirty (30) hours per week.

Subd. 2b. Health Savings: The District contribution will be as follows:

- Single Policy
 - District contribution of \$1,015 per year
- Family Policy
 - District contribution of \$2,000 per year

Subd. 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.

Subd. 4. In the event that the District contribution for family and/or single hospitalization coverage for certified personnel of District #882 is increased, such increase will also be granted to personnel covered under this Agreement.

Subd. 5. Duration of Insurance Contribution: A custodian is eligible for School District contribution as provided in this Article as long as the custodian is employed by the School District. Upon termination of employment, all District contributions shall cease.

Section 2. Long Term Disability Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Contribution: The School Board shall contribute a sum of up to \$140.00 for the 2023-24 school year and \$140.00 for the 2024-25 school year toward the premium of a

long-term disability insurance policy. This policy will be available for each full-time custodial employee of the School District who qualifies for and is enrolled in the School District's LTD insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. For the purpose of this section, full time shall be defined by at least thirty (30) hours per week.

Subd. 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.

Subd. 4. Duration of Insurance Contribution: A custodian is eligible for School District contribution as provided in this Article as long as the custodian is employed by the School District. Upon termination of employment, all District contribution shall cease.

Section 3. Dental Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Dental Insurance: The School Board shall contribute a sum of up to \$90.00 per month for the 2023-24 school year and \$90.00 per month for the 2024-25 school year toward the premium of a dental insurance policy. This policy will be available for each full-time custodial employee of the School District who qualifies for and is enrolled in the School District dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. For the purpose of this section, full time shall be defined by at least thirty (30) hours per week.

Subd. 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.

Subd. 4. Duration of Insurance Contribution: A custodian is eligible for School District contribution as provided in this Article as long as the custodian is employed by the School District. Upon termination of employment, all District contribution shall cease.

Section 4. Life Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Life Insurance: The School Board shall provide without cost to each employee a \$50,000 term life insurance policy. This policy will be available for each full-time custodial employee of the School District who qualifies for and is enrolled in the School District life insurance plan.

Subd. 3. Claims against the School Board: 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.

Subd. 4. Duration of Insurance Contribution: A custodian is eligible for School District contribution as provided in this Article as long as the custodian is employed by the School District. Upon termination of employment, all District contribution shall cease.

Section 5: Liability Insurance: The School Board will pay the total cost of School District liability insurance for employees covered under this Agreement.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, administrator, or School Board may be represented during any step of the procedure by a person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretation:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

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

Subd. 4. 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 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days (20) after the date the event giving rise to the grievance occurred. Failure to file

any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. Adjustments of Grievance: The School Board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the School Board designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. 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. No grievance shall be considered by the arbitrator unless the grievance has first progressed through the grievance levels identified in Section 5 above, or unless the

parties have mutually agreed to an expedited arbitration whereby one or more of the grievance levels has been bypassed in favor of expedited arbitration.

Subd. 2. Selection of the Arbitrator: A request to submit a grievance to arbitration and to obtain a list of arbitrators from the Bureau of Mediation Services (BMS) must be made to the BMS in writing (carbon copy to the office of the ISD 882 Superintendent) within ten days following the decisions in Level III of the grievance procedure. Upon receipt of the randomly selected list of arbitrators from the BMS, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the arbitrator will be selected by the parties alternately striking arbitrators from the list until one is selected. A draw of lots will determine which party strikes first.

Subd. 3. Submission of Grievance Information: After the arbitrator has been selected, the parties and the arbitrator will select a mutually convenient date for the arbitration hearing. No less than five (5) days before the arbitration hearing the parties shall exchange and provide the arbitrator with a submission which shall include the following:

- (1) The issue involved.
- (2) A statement of the facts.
- (3) The position of the grievant.
- (4) The written documents relating to Section 5, Article X, of the grievance procedure. (The written grievance form, appeal letters and grievance level I, II and III decisions).

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 6. 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 and at the expense of the requesting party. If the opposing party desires a copy of the transcript or recording and is willing to share equally in the expense, a copy will be provided to the opposing party. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. 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 procedure 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 within the legal limitations surrounding the financing of such operations.

ARTICLE XI PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The exclusive representative agrees, therefore, that during the terms of this contract neither the exclusive representative nor any individual employee shall engage in any strike as defined by the P.E.L.R.A. The parties agree that procedures affecting this Article are provided for by P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XII PROBATION, DISMISSAL AND LAYOFFS

Section 1. Probation Period: All newly employed full-time employees shall be on probation for a period of 120 calendar days. Continued employment during this period shall be vested solely in the School Board.

Section 2. Discipline: All discipline shall be subject to the grievance procedure. All discipline administered generally shall have remediation as a goal, when possible, based on the relative seriousness of the matter. An oral reprimand will be clearly identified as such at the time of the disciplinary action, and a verbal notification of this action shall be given to both the employee and the Union.

Section 3. Progressive Discipline: An employee generally shall be disciplined in the following manner, consistent with the principle of progressive discipline. The seriousness of the discipline incident could accelerate the stages of progressive discipline.

1. Oral Reprimand
2. Written reprimand
3. Suspension
4. Termination

Subd. 1. Oral Reprimand: An oral reprimand shall normally be given to an employee as the first step of progressive discipline.

Subd. 2. Written Reprimand: A written reprimand shall be placed in the employee's personnel file. Before a written reprimand is placed in an employee's file, a copy will be given to the employee.

Subd. 3. Length of Suspension: In any and all cases, suspension without pay will not exceed five (5) days per incident.

Subd. 4. Termination: Termination, and in some cases immediate termination, of employment could be the outcome in serious discipline incidents.

Section 4. Dismissal: The Union Representative of Local 284 may discuss with the Administration those causes for discharge; however, the decision of the School Board shall be final except as defined under the Grievance Procedure.

Section 5. Layoffs: Two (2) weeks' notice shall be given an employee who is to be laid off.

ARTICLE XIII RETIREMENT AND RESIGNATION

Section 1. Resignation: Two (2) weeks' notice shall be required of an employee wishing to resign in good standing.

Section 2. Proper Notice: If proper notification is given for a resignation or retirement, accrued vacation pay will be granted.

Section 3. Retiree Insurance Benefits: Retiring employees may continue in the School District's group health insurance plan as provided by applicable law. For employees hired before July 1, 2024, retiring employees who have at least ten (10) years of service in the School District and who are at least age sixty (60) will be eligible to remain in the School District group insurance plans by purchasing either single or family policies. Participating employees will receive a District contribution toward the premium equal to the contribution granted to active employees taking single insurance coverage until the employee reaches Medicare eligibility.

Employees hired on/after July 1, 2024 shall be eligible for an HRA beginning in year eleven (11) of service. For full-time employees in years eleven (11) to twenty (20), \$2,500 will be deposited annually (July 15 of the following year) into an HRA account.

ARTICLE XIV DEFERRED MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: Any custodian who has completed five (5) years of service with the School District shall be eligible for a matching deferred compensation plan in accordance with Minn. Stat. 356.24 and the terms set out below. The School District shall contribute annually an amount equal to the amount contributed by the employee subject to the limits listed below.

All custodians employed after July 1, 2006 shall not be eligible for the severance pay outlined in Article XV of the Master Agreement. Such custodians shall only be eligible to participate in the matching plan. Participation in the plan shall be based on years of service in the School District. There will be no guaranteed payout at the conclusion of a custodian's service with the School District.

Any custodian eligible for severance pay under Article XV of this master agreement will continue to be eligible to receive retirement pay as set forth therein. Such custodians may also participate in the School District's matching plan. The total contribution of severance pay (Article XV) plus lifetime matching School District contribution shall not exceed the severance value computed from Article XV. Upon a custodian's retirement, the total amount of the School District matching contribution to a custodian's matching account shall be deducted from any severance under Article XV of the Master Agreement.

Section 2. Custodian Match: The School District will make the foregoing matching contribution to only those custodians choosing to participate in an approved custodian's match account offered by the School District. The School District's matching contribution will be dollar-for-dollar as required under Minn. Stat. Section 356.24, up to 2% of gross salary. Custodians may contribute any dollar amount up to or in excess of the maximum yearly School District match, but the annual limit on the amount individual custodians may contribute to their match account shall be governed by the applicable sections of the Internal Revenue Code and the regulations promulgated there under. If a custodian chooses not to match the School District annual contribution, the unmatched portion is forfeited for that year. If the employee contributes less than the maximum yearly allowed contribution, the School District portion will be equally reduced. The reduced amount is forfeited for that year.

Section 3. Approved Plans: The School District will make matching contributions only to deferred compensation plans offered by the pre-approved vendors selected by the School District, as set out in policy.

Section 4. Intent to Participate/Enrollment Period: By September 8, eligible employees shall declare their intent to participate in the matching deferred compensation plan by submitting a signed salary reduction form to the payroll office. The plan year shall be from July 1st to the following June 30th.

The salary reduction form shall be binding until a new salary reduction form is submitted. The employee is solely responsible for filing a salary reduction form.

Failure to participate in any given year shall result in the loss of benefit for that year, which cannot be made up in subsequent years. If the employee stops their contribution at any time during the year, it cannot be restarted until the following year.

Section 5. Discontinuance of Service: Individuals who, for whatever reason, leave the service of the School District prior to eligibility for the balance of the payout shall retain ownership of School District contributions and personal contributions made on their behalf to the date of

discontinuance of service. The School District shall retain no current or future liabilities for said investment programs as a result of the severing of service.

Section 6. Portfolio Management: The management of both the individual and School District contributions shall be solely the responsibility of the employee in whose name the contributions have been made. The School District assumes no current or future liability of contributions made to these plans or for investment earnings (losses) which may accrue to these portfolios as a result of investment decision which are made by the employee.

Section 7. Hold Harmless Provisions: Employees are not to construe the Plan or the School District contributions to the Plan or the opportunity of the employee to match such contributions as legal, tax or investment advice by the School District. The School District has neither reviewed nor approved any investment programs that the employee may obtain by way of contributions under the Matching Plan.

The employee agrees to indemnify and hold harmless the School District from any adverse investment experience arising from or connected with contributions to the Matching Plan.

ARTICLE XV SEVERANCE PAY

For employees hired before July 1, 2006, at the time of retirement, up to thirty-five (35) days of accrued sick leave and one (1) day for each year of service to the School District may be used for early retirement for each full-time custodial employee who has completed at least ten (10) years of continuous employment and is at least 55 years of age. This payment will be distributed to the retiree's 403(b) account. In the event the employee dies and the other aforementioned requirements were met, the benefits will be paid to the employee's estate.

ARTICLE XVI DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025 and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971.

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 ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

In the event negotiations are not completed by July 1, 2025, terms of this contract will remain in full force and effect.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the employees. 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 negotiation during the term of this Agreement.

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

APPENDIX A
WAGE SCHEDULE

BASIC WAGES: Covering period from July 1, 2023 through June 30, 2024

CUSTODIAL BASIC SCHEDULE

1 st Year		\$19.85/hr
2 nd Year		\$21.69/hr
3 rd Year		\$23.53/hr
4 th Year		\$25.40/hr

APPENDIX B
WAGE SCHEDULE

BASIC WAGES: Covering period from July 1, 2024 through June 30, 2025

CUSTODIAL BASIC SCHEDULE

1 st Year		\$20.65/hr
2 nd Year		\$22.56/hr
3 rd Year		\$24.47/hr
4 th Year		\$26.42/hr

APPENDIX C
LONGEVITY SCHEDULE

	2023-24	2024-25
Beginning at 5 years:	\$0.40/hr	\$0.45/hr
Beginning at 10 years:	\$0.50/hr	\$0.55/hr
Beginning at 15 years:	\$0.60/hr	\$0.65/hr
Beginning at 20 years:	\$0.70/hr	\$0.75/hr
Beginning at 25 years:	\$0.80/hr	\$0.85/hr

APPENDIX D
PAY DIFFERENTIALS

Head Custodians

1. Senior High Complex Head Custodian - \$2.18/hour over basic schedule for 2023-2024 and \$2.27/hour over basic schedule for 2024-2025.
2. Elementary Head Day Custodian - \$2.18/hour over basic schedule for 2023-2024 and \$2.27/hour over basic schedule for 2024-2025.
3. Middle School Head Day Custodian - \$2.18/hour over basic schedule for 2023-2024 and \$2.27/hour over basic schedule for 2024-2025.
4. Building Safety and Security Stipend: Payable to the Head Custodian of each school building: 0.71/hr for the 2023-2025 school years.
5. In the event that a head custodian is assigned to oversee the operational needs of an additional building or location, the head custodian will receive an additional fifty percent (50%) of lead pay differential to provide head custodian services to both buildings and locations. Beginning June 16, 2024, to qualify for this stipend, both buildings/locations must require all of the responsibilities necessary of a head custodian, including boiler and HVAC maintenance.

Shift Differentials

6. Lead Custodian: \$1.39/hr over basic schedule for 2023-2024 and \$1.44/hr over basic schedule for 2024-2025.
7. Night Shift Differential Pay - \$0.83/hr over basic schedule for 2023-2024 and \$0.86/hr over basic schedule for 2024-2025.
8. Custodian or Lead Absence: Lead Custodian/Lead pay shall be paid to the substitute employee covering the position when the lead custodian is absent two (2) or more days.

Licenses

9. All custodians shall have the required boiler license prior to advancement to the position of head custodian or lead custodian. If the license is not presented to the Superintendent by the time the employee is first eligible for the higher rate of pay, the rate of pay shall be \$0.08 per hour less than listed in the contract.
10. The School District will provide the following amounts per year to custodial employees who hold the corresponding boilers license or CPO pool license:

	2023-2024	2024-2025
License	Hourly	Hourly
Chief Boiler	\$2.00/hr	\$2.00/hr
1st Class Boiler	\$1.50 /hr	\$1.50/hr
2 nd Class Boiler	\$1.00/hr	\$1.00/hr
Special Boiler	\$0.49/hr	\$0.49/hr
CPO Pool	\$0.49/hr	\$0.49/hr

Subd. 1. Employees holding the CPO Pool license will only receive the stipend for the pool license if they are working in a location with a pool.

Subd. 2. It is also understood that any individual wishing to receive the differential pay must submit a copy of their boiler license or CPO pool license to the Human Resources Department prior to receiving any payments. Effective immediately upon submission of the respective license either boiler or CPO pool or both, the employee shall begin to receive the differential. With respect to boiler licenses, employees shall be paid for the highest license held upon submission of the license.

11. The District will pay for license renewal and training. For boiler license trainings paid for by the district, the employee will submit test results before being eligible for additional paid boiler training.

Subd. 1. Custodians will be paid their hourly rate for time taking the assessment which leads to a boiler or pool license if the assessment falls outside the work day or work week.

Subd. 2. Custodians will also receive mileage reimbursement if travel is required to take the assessment.

Guidelines

12. Weekend and holiday building checks – Weekend building checks will be at one (1) hour overtime pay per day, holiday building checks will be at one (1) hour double time pay per day.
13. Emergency callback – Two (2) hours minimum overtime.
14. Building Occupied: When a building is rented by an outside organization a custodian will be on duty. The Community Education Department will consult with the Head Custodian of the building to determine scheduling needed before, during and after the scheduled event. There will be a minimum of two (2) hours scheduled (at one time) for any Community Education event. If there is a disagreement between the Community Education department and the building Head Custodian on the scheduling of custodial time the situation will be referred to the Superintendent, or designee. If additional hours are needed for custodial services due to unforeseen circumstances, prior approval

must be given by an administrator or designee. This provision is effective for all rental agreements signed beginning July 1, 2010.

All Head custodian shall be provided copies of all current Community Education contracts which operate within their building.

APPENDIX E
LEADERSHIP STIPEND

In addition to the rates of pay provided in Article VI, employees shall be eligible for additional compensation for providing leadership at the District level on assignments from the Superintendent issued in the form of a written Letter of Assignment. The Superintendent reserves the right to assign such tasks and will determine the level of compensation for each assignment. The employee has the right to accept or deny the assignment. This incentive is exclusively for duties not considered part of the job of the employee. The Superintendent reserves the right to direct each employee to perform duties that are part of their regular job at no additional compensation. There is no guarantee that each employee will be offered an assignment offer from the Superintendent.

SIGNATURE PAGE

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

FOR:
MONTICELLO CUSTODIAL & MAINTENANCE

07/25/2024 16:51:09

Sara Nyhus

Sara Nyhus
SEIU Local 284 Field Representative

07/25/2024 16:57:20

Scott Iano

Scott Iano
Steward, Custodial & Maintenance Employees

FOR:
INDEPENDENT SCHOOL DISTRICT 882

07/29/2024 14:27:31

Kathryn E. Ziebarth

Kathy Ziebarth
Chair, Board of Education

07/29/2024 15:40:26

Melissa Curtis

Melissa Curtis
Clerk, Board of Education