

HEAD CUSTODIAN AND HEAD GROUNDSKEEPERS AGREEMENT

2025-2027

ARTICLE 1 PURPOSE

Section 1. Parties: **THIS AGREEMENT** is entered into between Independent School District No. 876, Annandale, Minnesota (hereinafter referred to as the School District) and the Annandale Custodial Supervisors (hereafter referred to as the exclusive representative or the A.C.S.) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as PELRA), to provide the terms and conditions for all building head custodians, who are supervisory within the meaning of Minn. Stat. 179A.03, Subd. 17 and are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14 excluding all other employees, during the duration of this agreement.

ARTICLE 2 RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes the A.C.S. as the exclusive representative of the head custodians employed by the School District, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

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

ARTICLE 3 DEFINITIONS

Section 1. Terms and Conditions of Employment: The term “terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, staffing ratios, and the employer’s personnel policies affecting the working conditions of employees. In the case of professional employees, the term does not mean educational policies of a school district. In the case of school employees, “terms and conditions of employment” includes adult-to-student ratios in classrooms, student testing, and student-to-personnel ratios. The terms and conditions of employment are subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean all persons employed by the Independent School District 876, Annandale Minnesota, in the following classifications: head custodians, supervisory, essential employees, skilled craft employees, but excluding the following: custodians, grounds persons,

custodial cleaners and substitute employees, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees. [BMS Case No. 90-PLC-3199]

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

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE 4 SCHOOL DISTRICT RIGHTS

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

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

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

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District and its designated representative.

ARTICLE 5 EMPLOYEE RIGHTS

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

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

Section 3. School Board Information Packet: The ACS President shall have access to the public copy of the School Board agenda and proceedings either by request to the Superintendent or any building principal at reasonable times during normal School District business hours. Copies of specific documents may be requested at ACS expense according to School District policy.

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

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

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

ARTICLE 6 HOURS OF SERVICE

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

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

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

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

Section 5. Rest Breaks:

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

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

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

ARTICLE 7 RATES OF PAY

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

Section 2. Classifications: Classification levels for compensation purposes shall be in one group: head custodian supervisors. Job descriptions for the one group shall be established according to School District policy. Current job descriptions for the one group are included in Appendix A for informational purposes only. Changes to the job descriptions affecting employees covered by this Agreement shall be made available to the exclusive representative.

Section 3. Step Increase Status: Eligible employees shall advance one step pursuant to this Agreement effective July 1, 2026. In the event a successor Agreement is not entered into prior to July 1, 2027, an employee shall remain at the same step as compensated during the 2026-27 contract year until a successor Agreement is reached.

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

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

Subd. 1. Double time (2) will be paid for actual hours worked on holidays.

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

Section 6. Emergency Calls/Call Backs:

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

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

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

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

Subd. 2. Boiler checks completed on district recognized Holiday will be paid a Holiday shift differential of \$200 per day for Holiday boiler checks. The Holiday boiler check differential is paid in lieu of the weekend boiler check differential.

Subd. 2. Weekend Boiler Checks/Weekend Security Checks

- a. Boiler checks shall be from October 15 through April 15, twice a day.
- b. Security checks shall be from April 16 thru October 14, once a day.

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

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

Section 8. Year End Performance Pay: In addition to the hourly wage, each Head Custodian shall be eligible for performance incentive compensation at the end of each contract year. Based upon an evaluation from the Superintendent and Building Principal and determination of the Head Custodian's exemplary work in meeting two annually predetermined, mutually agreed upon goals, Head Custodians may receive up to \$800.00 in compensation (\$400 for each goal reached). The performance goals will be set with and measured by the Building Principal each year. The evaluation will be completed in June each year.

Section 9. Boiler License: Head Custodians who have a current Special Boiler License and are working towards a Second Class Boiler License shall be paid an additional \$0.40 per hour in the Head Custodian Position. The District's expectation is that this license will be obtained within twelve months (12) of appointment to the position. Because the elementary school operates only a single backup boiler, the elementary school head custodian may not be able to obtain the required 2,000 hours of boiler operating experience at that site. To support licensure, the employee is encouraged to coordinate with the Director of Buildings and Grounds to work on the high school boiler system, when feasible, in order to accumulate the necessary hours. Accordingly, the employee shall obtain the Second Class Boiler License as soon as practicable once the required hours are achieved. Second Class Boiler License shall be paid an additional \$1.00 per hour. Head Custodians who have a First Class Boiler License shall be paid an additional \$1.50 per hour.

Section 10. Head Groundskeeper Differential Pay: Head Groundskeepers are covered by this Agreement and shall be paid a head groundskeeper differential of **\$2.00 (two dollars and zero cents)** per hour for the duration of this Master Agreement.

ARTICLE 8 GROUP INSURANCE

Section 1. Health and Hospitalization Insurance:

Subd. 1. Effective July 1, 2025, the School District shall make an annual contribution toward the cost of the premium for medical/hospitalization insurance on behalf of each custodian teacher employed by the School District who qualifies for and is enrolled in one of the group medical/hospitalization plans offered. The amount of this contribution shall depend on the plan the custodian selects from among the group plans available through the School District. See Appendix D for plan options and corresponding District contributions for each plan.

Subd. 2. In no event shall the insurance premium as outlined in Subd. 1. be applied to any insurance coverage other than the School District approved health and medical plan.

Subd. 3. Any health insurance premium not covered by the School District's contribution will be deducted through payroll from the employee's current salary using the Flexible Benefit Plan, unless the employee elects not to utilize said plan and notifies the School District.

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

Section 3. Term Life Insurance: The School District will pay in full the premium for a term life insurance policy in the amount of \$100,000.00 for each eligible employee covered by this Agreement.

Section 4. General Provisions:

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

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

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

Section 5. Claims Against the School District: the parties agree that any description of insurance benefit contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School Districts only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contribution: An employee covered by this Agreement is eligible for School District contributions as provided in this article as long as the employee is employed by the School District. Upon termination of employment, all District participation and District contribution shall cease, effective on the last working day unless otherwise provided for under this Agreement.

Section 7. Eligibility: Full benefits provided in this Article are designed for full-time employees who are employed 1560 hours in each fiscal year. Part time employees, who are covered under this Agreement in a fiscal year, shall be eligible for partial benefits proportional to the extent of their employment. Eligibility is subject to any limitations contained in the contract between the insurance carrier and the District.

ARTICLE 9 LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Each employee shall earn sick leave at the rate of 1 day for each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employees regular work day.

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

Subd. 3. Sick leave may be used for any of the purposes set forth in Minn. Stat. § 181.9447, subd. 1 and subject to the notice requirements set forth in Minn. Stat. 181.9447 subd. 2 and documentation requirements set forth in Minn Statute 181.9447 subd. 3.

1. Weather Events and Other Public Emergencies: The School District reserves the right to deny a custodian's request for sick leave due to the closure of the workplace due to weather or a public emergency, or need to care for a family member whose school or place of care has been closed due to weather or other public emergency pursuant to Minnesota Statute, section 181.9447, subdivision 1, clause (4).
2. Medical or dental appointments should be scheduled outside the regular workday whenever reasonably possible.

The Superintendent may grant reasonable requests to use sick leave to cover unusual situations, at the sole discretion of the Superintendent.

Subd. 4. Subject to the documentation requirements set forth in Minn Statute 181.9447 subd. 3, the School District may require an employee to furnish a medical certificate from a medical provider as evidence of illness or injury, indicating such absence was due to illness in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised before the employee returns to work.

Subd. 5. In the event a medical certificate is required, the employee shall have the option of visiting a medical provider of the School Districts choosing, in which case the School District shall pay for the medical fee; or the employee may visit, at their own expense, the medical provider of their choice.

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

Subd. 7. Sick leave pay shall be approved only upon submission of a leave of absence request in the authorized school district time and attendance system.

Subd. 8. Employees who are absent more than their days of accumulated sick leave will have deductions made from their salary at their individual hourly/daily wage for each day of absence in excess of their accumulation. Absence for less than one day shall be prorated on the above rate of deduction.

Section 2. Child Care/Adoption Leave:

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

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

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

Subd. 4. The effective beginning date of such leave and its duration, shall be determined by the Superintendent and submitted to the School Board for its action. In recommending the date of commencement and duration of the leave, the Superintendent shall review each case individually, taking into account the following:

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

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

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

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

Subd. 7. An employee returning from child care leave shall be reemployed in a position for which they are qualified commensurate with a position occupied prior to the leave, subject to the following conditions:

1. That the position has not been abolished
2. That they are not physically or mentally disabled from performing the duties of such position

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

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

Subd. 10. An employee who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of the Agreement at the commencement of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

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

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

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

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

Section 5. Bereavement Leave:

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

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

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

Subd. 4. In all other cases, bereavement leave with pay may be granted at the discretion of the Superintendent.

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

Section 6. Workers Compensation:

Subd. 1. Pursuant to M.S. Ch. 176, an employee injured on the job in the service of the School District and collecting workers compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from sick leave.

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

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

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

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

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

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

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

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

ARTICLE 10 VACATIONS

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

Section 2. Accrual:

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

Subd. 2. Paid vacation shall be earned at the rate of one (1) additional day per year after five (5) and up through ten (10) years of service to the School District.

Subd. 3. Paid vacation for employees with ten (10) and up through fifteen (15) years of service in the School District shall be 15 days per year.

Subd. 4. Paid vacation for employees with fifteen (15) years of service to the School District shall be one (1) day of paid vacation for each year of service to the School District to a maximum of twenty-five (25) days after twenty-five (25) years of service to the School District.

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

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

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

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

Section 4. Scheduling:

Subd. 1. Vacation requests made by June 1 of each year will be honored according to seniority. Vacation requests made after June 1 will generally be honored "first come, first served", but in sole discretion of the employees' immediate supervisor. Employees hired between January 1 and July 1 are not eligible for vacation as a matter of right until July 1 of the following year, but may be permitted to take vacation at the discretion of the School District.

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

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

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

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

Section 7. If a Custodian is promoted to Head Custodian and, as a result of moving to the Head Custodian contract, would receive less vacation time than they had accrued under the Custodian contract, the employee shall be credited with the difference so that no vacation time is lost due to the transfer.

ARTICLE 11 HOLIDAYS

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

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Juneteenth
5. Fourth (4th) of July
6. Labor Day
7. Thanksgiving Day
8. Friday after Thanksgiving Day
9. December 25
10. December 24
11. December 31
12. Head Custodians shall be granted one (1) floating holiday, to be used on a work day designated as a non-student and non-teacher contract day.

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

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

Section 4. Eligibility: In order to be eligible for holiday pay, an employee must have worked their regular work day before and after the holiday unless they are on sick leave, vacation, or other paid leave.

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

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

ARTICLE 12 VACANCIES AND JOB POSTING

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

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

Section 3. Filling of Vacancies: Notice of the candidate selected to fill the vacancy shall be given within fifteen (15) working days after the closing of the posting, unless the School District determines that it is necessary to solicit outside applicants for the position.

Section 4. New Position:

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

ARTICLE 13 PROBATIONARY PERIOD EMPLOYEE DISCIPLINE

Section 1. Probationary Period: A new employee shall serve a probationary period of 180 working days of continuous service in the School District during which time the District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

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

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

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

Section 4. Employee Discipline:

Subd. 1. An employee involved in a disciplinary matter shall have the right to request that a Union representative be present in meetings between said employee and the School District.

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

**ARTICLE 14
DEFERRED COMPENSATION
403b**

Section 1. Matched deferred compensation is available to all eligible employees beginning their second (2) year of employment in the district. The district will match the employee's contribution to an approved 403b annuity up to the amount of \$1,400.00 per year for each employee employed at least 700 hours per year, during the 2025-2026 school year and \$1,400 per year during the 2026-2027 school year. Eligible employees must use the deferred compensation election during the election period or lose it. The matching program is subject to the rules of the State of Minnesota Deferred Compensation program as entitled under Minnesota State Statute 356.24 and IRS Code #403b. Employees who wish to participate in the 403b plan shall notify the school district by October 1 of each year.

Section 3. The district will contribute an amount of \$450 into an employee's MSRS post- retirement health care savings account in the 2025-26 and 2026-27 school year.

ARTICLE 15 RETIREMENT

Section 1. Continued Coverage: An employee who retires from the School District and meets the age and service requirements for PERA retirement programs, is entitled to continue in the School District's group insurance plans, if permitted under the insurance carrier's policy provisions, but shall pay the entire premium for such program as they wish to retain. Such coverage is available until the employee is 65 years of age or is eligible for Medicare whichever comes first. It is the responsibility of the former employee to make arrangements with the School District Business Office to pay the School District the monthly premiums in advance and on such date as reasonably determined by the School District.

Subd. 1. Said employee may continue to participate only in those overages which he or she carried during their last fiscal year of employment with the School District.

ARTICLE 16 GRIEVANCE PROCEDURE

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

ARTICLE 17 MISCELLANEOUS

Section 1. Uniforms: Upon initial employment all regular employees shall be provided with 10 uniforms and laundering service on a weekly schedule established by the District. During winter months, a winter jacket will be provided and should be returned in the spring to the uniform service provider.

Section 2. District Paid Fees/Expenses: Employees will receive reimbursement for expenses related to District required boiler training, testing, licensing fees, asbestos training and asbestos licensing fees, any seminars or workshops that pertain to the job related duties, with prior approval of the Superintendent.

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

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

Section 4. Cell Phone/Internet Stipend: The School District shall provide a stipend, paid through payroll, of \$70 per month for business use of a cell phone.

Section 5. Shoe/Pant/Gloves/Hat Allowance: The School District will provide up to \$250 per year, \$500 per contract, to each AHCA custodian toward the purchase of closed-toed work shoes or boots, work pants and/or work gloves/winter hat. No sandals or crocs. AHCA Employees must submit a receipt before receiving reimbursed. Any individual allowances not used by July 1 of each year, will be transferred back to the general funds ongoing balance.

ARTICLE 18 DURATION

Section 1. Term and Reopening of Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, 2025 through June 30, 2027, except as otherwise stated and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, 2027, it shall give written notice of such intent no later than May 1, 2027. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

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

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

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

Section 5. Retroactivity: With the exception of District Health and Dental Board Shares all aspects of this Agreement will be retroactive to July 1, 2025, unless otherwise noted.

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

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

For the Annandale
Custodial Supervisors

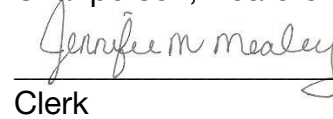
For Independent School
District No. 876



President, ACA

Chairperson, Board of Education

/s/ Katie Stewart
Negotiator, ACA


Clerk

/s/ Steve Edwards
Negotiator, ACA

Chief Negotiator, Board of Education

Date this 23rd day of February, 2026

Date this 23rd day of February, 2026

**Grade 13
Head Custodian**

Step	FY26	FY27
1	20.31	20.51
2	21.14	21.35
3	21.96	22.18
4	22.78	23.01
5	23.58	23.82
6	24.41	24.65
7	25.22	25.47
8	26.03	26.29
9	26.86	27.13
10	27.67	27.95
11	28.46	28.74

APPENDIX A



Annandale Public School District 876

JOB DESCRIPTION

Position Title:
Head Custodian

Department:
Custodial

Unit:

Immediate Supervisor:
Superintendent

Grade Placement:
13

FLSA Status:
Non-Exempt

Job Summary:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Classrooms
- Food Service

7. Performs seasonal grounds work as necessary.

8. Performs other related duties as assigned.

EDUCATION AND KNOWLEDGE REQUIREMENTS

Education Training and Experience Requirements:

- High School Diploma or equivalent

License/Certification Requirements:

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

Knowledge required to perform the essential functions of the job:

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

WORK SKILLS AND CHARACTERISTICS

Skills required to perform the essential functions of the job:

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

PHYSICAL REQUIREMENTS

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

Heavy work. Exerting up to 100 pounds of force occasionally, up to 50 pounds of force frequently and up to 10 pounds of force constantly to lift, carry, push, pull or otherwise move objects.

APPENDIX B

ANNANDALE CUSTODIAL SUPERVISORS

SENIORITY LIST

HEAD CUSTODIAN

Name of Employee	Original Date of Employment	Head Custodian Start Date
Steve Edwards	3/27/2023	9/08/2025
Katie Stewart	9/19/2022	5/01/2025

APPENDIX C BMS GRIEVANCE PROCEDURE

5510.5110 POLICY

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

5510.5120 APPLICATION

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

5510.5130 DEFINITIONS

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

Subp. 2. Bureau. "Bureau" means the Bureau of Mediation Services.

Subp. 3. Days. "Days" means calendar days.

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

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

Subp. 6. Nonprobationary. "Nonprobationary" means an employee who has completed an initial probationary period required as a part of the public employer's employment process.

Subp. 7. Party. "Party" means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Subp. 8. Service. "Service" means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its

last known mailing address. Service under parts 5510.5110 to 5510.5190 is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

5510.5131 COMPUTATION OF TIME

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

5510.5140 STEP ONE.

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

5510.5150 STEP TWO.

If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in part 5510.5140 (step one), a written grievance may be served on the next appropriate level of supervision by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within 15 days after the immediate supervisor's response was due under part 5510.5140 (step one). The employer's representative shall meet with the agent of the exclusive representative within five days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any. 5510.5160

STEP THREE.

If the grievance is not resolved under part 5510.5150 (step two), the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person's designated representative within ten days after the written response required by part 5510.5050 (step two) was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee

within five days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting.

APPENDIX D **ANNANDALE SCHOOLS ISD #876** **2026 Health, Dental, Life and Long-term Disability** **Rates & Options**

Blue Cross Blue Shield of MN

Monthly rates as of January 1, 2026.

The Maximum District Contribution for Family health insurance is *\$18,285 or \$1,523.75 per month.

The Maximum District Contribution for Single health insurance is * \$9,892 or \$824.33 per month.

The Maximum District Contribution for Duals (2 eligible) health insurance is *\$27,941 or \$2,328.42 per month.

BCBS Plan 7 High Value Network HSA

\$6,400 /Individual Deductible; \$12,800 /Family Deductible

Total Cost **\$6,400** Individual Out of Pocket Max; **\$12,800** Family Out of Pocket Max

Preventative Care 100%

MONTHLY RATES:

	Rate	HSA Board	District Cont.	Employee Cost	District HSA Cont.
Single -	\$588.00	\$236.33	\$824.33	\$0.00	\$2,835.96 / yr.
Family -	\$1,582.00	\$0.00	\$1,573.75	\$58.25	\$0.00 / yr.
Dual Fam -	\$791.00 per dual	\$373.21 per dual	\$1,164.21 per dual	\$0.00	\$4,375.00 / yr. /dual

BCBS Plan 7 Aware Network

\$6,400 /Individual Deductible; \$12,800 /Family Deductible

Total Cost **\$6,400** Individual Out of Pocket Max; **\$12,800** Family Out of Pocket Max

Preventative Care 100%

MONTHLY RATES:

	Rate	HSA Board	District Cont.	Employee Cost	District HSA Cont.
Single -	\$634.00	\$190.33	\$824.33	\$0.00	\$2,283.96 / yr.
Family -	\$1,717.00	\$0.00	\$1,573.75	\$193.25	\$0.00 / yr.
Dual Fam -	\$858.50 per dual	\$305.71 per dual	\$1,164.21 per dual	\$0.00	\$3,668.52 / yr. /dual

BCBS Plan 5 Aware Network

\$4,400 /Individual Deductible; \$8,800 /Family Deductible

Total Cost **\$4,400** Individual Out of Pocket Max; **\$8,800** Family Out of Pocket Max

Preventative Care 100%

MONTHLY RATES:

	Rate	HSA Board	District Cont.	Employee Cost	District HSA Cont.
Single -	\$706.00	\$118.33	\$824.33	\$0.00	\$1,419.96 / yr.
Family -	\$1,924.00	\$0.00	\$1,573.75	\$400.25	\$0.00 / yr.
Dual Fam -	\$962.00 per dual	\$202.21 per dual	\$1,164.21 per dual	\$0.00	\$2,426.52 / yr. /dual

BCBS Plan 3 Aware Network

\$3,400 /Individual Deductible; \$6,800 /Family Deductible

Total Cost **\$3,400** Individual Out of Pocket Max; **\$6,800** Family Out of Pocket Max

Preventative Care 100%

MONTHLY RATES:

	Rate	HSA Board	District Cont.	Employee Cost	District HSA Cont.
Single -	\$755.00	\$69.33	\$824.33	\$0.00	\$831.96 / yr.
Family -	\$2,070.00	\$0.00	\$1,573.75	\$546.25	\$0.00 / yr.
Dual Fam -	\$1035.00 per dual	\$129.21 per dual	\$1,164.21 per dual	\$0.00	\$1,550.52 / yr. /dual

DENTAL HealthPartners

	Rate	District Contribution	Your Cost
Single	\$61.53	\$30.77	\$30.77
Emp + Spouse	\$113.92	\$30.77	\$83.16
Emp + Children	\$147.73	\$30.77	\$116.97
Family	\$210.47	\$30.77	\$179.71

LIFE – Madison National Life 1746835

Term Life Benefit for full time employees
Head Custodial Staff \$100,000
Life Insurance District Contribution 100%

At time of hire -
Additional Life is available see Kacy for details

Head Custodian Dental Annual District Contribution: 50% of single coverage

Long Term Disability – Madison Nat'l Life 9481 @ .00197 District Contribution 100%

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

ATTACHMENT A

PAYMENT FOR USE OF PERSONAL VEHICLES

Independent School District No. 876

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

Date

Head Custodian Signature

H.C. Print Name

Date

Director of Business Services

MEMORANDUM OF UNDERSTANDING
Between ISD #876 and the Annandale Head Custodians Association

This Memorandum of Understanding ("MOU") is entered into by and between **ISD #876** ("District") and the Annandale Head Custodian Association for the purpose of documenting a one-time stipend.

1. Operational Support Stipend

The District shall provide a **one-time Operational Support Stipend** in the gross amount of **Seven Hundred Dollars (\$700.00)** to each Head Custodian. This stipend is intended to compensate for additional operational support and responsibilities performed beyond the customary scope of duties during the 25-26 School year.

2. Nature of Payment

This stipend shall be issued as a single lump-sum payment through the District's payroll system on June 15, 2026 following full execution of this MOU. The payment shall be subject to all required federal, state, and local taxes and withholdings.

3. Non-Precedential Effect

This stipend is non-recurring, shall not be incorporated into base pay, and shall not establish any past practice, precedent, or expectation of future stipends, compensation adjustments, or additional remuneration.

4. No Modification of Other Terms

Except as expressly set forth herein, this MOU shall not modify, amend, or otherwise affect any existing employment agreement, collective bargaining agreement, or District policy.

5. Effective Date and Duration

This MOU shall become effective upon the date of the final signature below and shall terminate automatically upon issuance of the stipend payment described herein.

FOR THE DISTRICT

Signature: _____

Name/Title: _____

Date: _____

ANNANDALE HEAD CUSTODIANS ASSOCIATION

Signature: _____

Name: _____

Date: _____