

MASTER AGREEMENT

BETWEEN

**INDEPENDENT SCHOOL DISTRICT NO. 129
MONTEVIDEO, MINNESOTA**

AND THE

**THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO**

LOCAL UNION 1686

JULY 1, 2018 THROUGH JUNE 30, 2020



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ARTICLE I

PURPOSE

This Memorandum is entered into by and between the Montevideo Public Schools, Independent School District No. 129, hereinafter called the EMPLOYER, and Local No. 1686, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the UNION, for the purpose of promoting and improving the relations between the Employer and the Union, establishing a formal understanding relative to conditions of employment, and providing a means for amicable and equitable adjustment of any and all differences of grievances which may arise, all of which the parties hereto believe and affirm will insure the welfare and the benefit to the public.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

The Employer hereby recognizes the Union as the exclusive representative for: All custodial and maintenance employees of School District No. 129, Montevideo, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding the Director of Maintenance and all other employees.

The Employer will not enter into any agreement with the custodial and maintenance employees in the bargaining unit, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

Upon receipt of written notice from an employee to deduct from employee's salary the monthly Union dues or other Union approved deductions, the Employer agrees to make such deduction and to remit same to the Treasurer of the Union. Any present employee serving such notice must present employee's signed card authorizing such deduction by July 1. Any employee hired after July 1 who desires such deduction shall present employee's signed card by the 5th of the month in which such deduction is to commence.

ARTICLE III

HOURS OF WORK AND OVERTIME

1. The normal work week shall be five (5) eight (8) hour days, Monday through Friday, comprising a forty (40) hour week. Schedules may be changed temporarily to cover scheduled school events held on Saturday.
2. All hours worked beyond the above mentioned hours shall be overtime and compensated for at time and one-half (1-1/2) the regular rate of pay.
3. All work performed on Sunday shall be compensated for at overtime (1-1/2) rates. Sundays are defined as 12:00 midnight to 12:00 midnight.
4. Employees called back to work after leaving or called in before starting their job, shall be paid at the time and one-half (1-1/2) rate of pay, with a minimum of two (2) hours. If the call back to work assignment and the employee's regular scheduled shift overlap, the employee shall be paid the call back time rate of one and one-half (1-1/2) until the employee completes two (2) hours work. In the case of a building head, the employee may split the two (2) hour call back time. The employee shall be paid for the balance of employee's regular work shift at employee's regular rate. A call-back for a security check will be paid for a minimum of one hour at time and one-half (1-1/2).
5. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. This rest period shall be scheduled at the middle of each one-half shift whenever feasible.
6. All work performed on listed holidays shall be compensated at double time (2x) rates with a minimum of two (2) hours. Holidays are defined as 12:00 midnight to 12:00 midnight.

7. Overtime hours shall be offered first to the employee or employees assigned to the work location where the additional work is to take place. If the employees in that work location refuse the overtime or if additional employees are needed to complete the overtime work, the overtime hours shall be offered as equally as possible to all bargaining unit custodial employees.

ARTICLE IV

HOLIDAYS

1. The following shall be recognized and observed as paid holidays:

- | | |
|---|---|
| New Year's Day | Labor Day |
| Martin Luther King Day
(when not a teacher contract day) | Thanksgiving Day |
| President's Day
(when not a teacher contract day) | Thanksgiving Friday |
| Good Friday | Christmas Day |
| Memorial Day | Veterans Day
(when not a teacher contract day) |
| Independence Day | |

In addition to the above days, the eight (8) hours of the last working day of the employee prior to the Christmas Holiday and the New Year's Holiday shall be a holiday with pay.

- 2. When New Year's Day, Independence Day or Christmas Day falls on Sunday, the following day shall be the holiday; and provided when New Year's Day, Independence Day, or Christmas Day falls on Saturday, the previous Friday shall be the holiday.
- 3. If a paid holiday falls during the employee's vacation, an additional day of paid vacation shall be granted.
- 4. All full and part-time employees shall receive paid holidays in accordance with this section. Part-time employees shall receive paid holidays based on their normal work hours for that holiday.

ARTICLE V

LEAVES OF ABSENCE - VACATION

- 1. Any request for a leave of absence shall be submitted in writing, in the manner determined by school administration, by the employee to employee's immediate supervisor. The request shall state the type of leave requested and the length of time off the employee desires. Such request shall be handled promptly.
- 2. Vacation with pay shall be granted based on the following schedule to all employees who are scheduled for 32 or more hours per week. Employees shall receive paid vacation based on their normal work hours.
 - 0-5 years of service-----Ten (10) paid vacation days
 - After 5 years of service-----Fifteen (15) paid vacation days
 - After 10 years of service-----Twenty (20) paid vacation days

Employees shall be allowed to carry over a maximum of eighteen (18) days of paid vacation into the next fiscal year. Any balance in excess of eighteen (18) days as of June 30 each year shall be forfeited.

3. Time of vacation shall be coordinated with the Employer.
4. Upon termination of employment, accrued vacation shall be paid, to the employee, upon two (2) weeks' written notice.
5. Vacation time may be taken in one-half day increments.

ARTICLE VI

LEAVES OF ABSENCE

1. Sick Leave:

a) Each employee shall earn fifteen (15) days of sick leave per year, with accumulation to one hundred (100) days. Part-time employees will receive sick leave pay based on their normal work hours.

b) Employees entitled to the benefits of Workmen's Compensation Act as result of an accidental injury may choose the following option regarding utilization of employee's accrued sick leave: During the first three (3) days of total temporary disability, I elect to use my accumulated sick leave that I have to my credit and after the expiration of the said three days, I elect to receive the weekly compensation rate as fixed by the Workmen's Compensation Act, and in addition thereto, so much of my accumulated sick leave as may be necessary to equal my regular weekly rate of pay, it being my intention to avail myself after the finish of three (3) days of the benefits provided in the Minnesota Statutes, 1961, Section 176.021, Subdivision 5.

c) An employee shall continue to acquire seniority, vacation and sick leave benefits and retain health insurance benefits for the duration of the Worker's Compensation related absence, and, in conformance with Minnesota Statutes chapter 176.102, the Employer shall guarantee an employee the right to return to employment in the same or equal Work Classification which the employee held prior to the Worker's Compensation related absence.

d) The Employer may require a doctor's certificate in the case of employee's personal illness.

e) Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to his/her illness or the illness of his/her child as defined by Minnesota Statute 181.940, Subd. 4, which prevented his/her attendance and performance of duties on that day or days. An employee may use up to 160 hours of accrued sick leave in a 12 month period, pursuant to M.S. 181.9413, for illnesses or injuries suffered to an employee's spouse, adult child, grandchild, sibling, parent (natural or step of the employee or employee's spouse) or grandparent (natural or step of the employee or the employee's spouse). Family care leave shall include, but not be limited to, injury, diagnosis, illness, medical treatment, or surgery. Family health care leave shall not include long term care. It is the intent of this leave to provide the employee with time to deal with emergencies and chronic illness, and to arrange for convalescence or long term care.

2. Funeral Leave.

For absence because of the death in the immediate family, the employee shall receive full pay for up to five (5) days. The immediate family shall include wife, husband, child, son-in-law, daughter-in-law, grandchild, or parent of the employee or employee's spouse. Up to three (3) day bereavement leave shall be granted for grandparent, brother or sister of the employee or employee's spouse. Additional days may be granted by school administration. Bereavement leave shall be deducted from the accrued sick leave days earned by the employee.

3. Jury Duty.

Employees shall be granted a leave of absence, with pay any time they are required to report for jury duty of jury service. Employees shall be paid the difference between jury duty (excluding travel allowances) and their regular wage.

4. Union Leave.

Any employee elected or selected by the Union to attend Union conventions, conferences and/or seminars shall be granted a leave of absence without pay. The employee shall pay employee's own expenses.

5. Personal Leave

Employees may be granted one (1) leave day per year, accumulative to two (2) days, for personal business which cannot be attended to when school is in session and is not covered under other provisions of this agreement. No more than two custodians shall be on personal leave at one time.

One additional personal leave day, non-cumulative, will be granted each year in consideration for unit members having to work during late starts, early dismissals or school cancellations related to inclement weather and energy shutdowns.

6. Leave Without Pay

Employees may request up to forty (40) hours, non-cumulative, of leave without pay. Accumulated vacation days do not need to be used prior to this request.

ARTICLE VII

GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties, including the interpretation or application of this Memorandum, shall be settled in the following manner:

Step 1. The Union Steward, with the employee, shall take up the dispute with the employee's immediate supervisor within five (5) days of employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and respond to the Steward within three (3) days.

Step 2. If the dispute has not been settled, it shall be presented, in writing to the Superintendent within seven (7) days after the supervisor's answer is due. The Superintendent shall respond to the Union Steward within three (3) days.

Step 3. If, after thirty (30) days, no settlement has been reached, the matter shall be presented, in writing to the next meeting of the Board of Education, who shall respond in writing within twenty (20) days to the Union Steward.

Step 4. If no settlement is reached in Step 3, the grievance may be submitted to arbitration, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) days after submission of the grievance to arbitration, either party may then request the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of five (5) prospective arbitrators. From this list, each party shall, in turn, strike one (1) name until one (1) name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. A hearing on the grievance will be held promptly by the arbitrator, and a decision shall be rendered by him within thirty (30) days after the date of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

The Employer agrees not to interfere with the rights of the employees who become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of said employee active in an official capacity on behalf of the Union, or for any other cause.

ARTICLE VIII

SENIORITY

Seniority shall mean an employee's length of continuous service with the Employer since employee's last date of hire. Approved leaves of absence shall not constitute a break in the employee's seniority.

New employees shall serve a one (1) year probationary period. Two (2) performance reviews shall be conducted of each employee during his/her probationary period. These reviews shall be completed by the designated supervisor upon six (6) months, and nine (9) months, of employment. The employee will be notified within two weeks after the probationary period is over as to whether or not they have successfully completed their probationary period. Upon completion of probation, employee's name shall be entered on the seniority list and shall be considered as a regular employee in determining vacation and sick leave privileges.

New jobs or vacancies in existing classification shall be posted by the Employer. Employees desiring to transfer to said vacancy shall submit a written application to the Superintendent of Schools.

The last employee laid off within a category shall be the first employee called back to work if the date of layoff is less than two years. No new employee shall be employed by the District to work in any category while qualified employees in that category are laid off. Employees in one category will have the right to displace the least senior employee in other categories who have similar hours and/or wages, providing the bumping employee has the applicable qualifications, job skills and acceptable past job performance as it pertains to the position into which the employee is bumping. Custodian, HVAC Technician, and Outside Grounds and Maintenance employees will be excluded from bumping into the custodian aide classification. Custodian Aides will be excluded from bumping into the Custodian, HVAC Technician, and Outside Grounds and Maintenance classifications.

A 60-day layoff notice will be provided if reductions are necessary.

Assignments to positions of supervisor shall be made by the Board of Education without due regard to seniority.

The Employer shall present a seniority list of all custodians to the Union each July 1st and also post the same in all the buildings. The seniority list will be comprised of the following categories:

1. Custodian
2. HVAC Technician
3. Outside Grounds and Maintenance
4. Custodian Aides

ARTICLE IX

GROUP INSURANCE

The Employer agrees to contribute seven hundred ten dollars (\$710.00) per month effective July 1, 2018 through June 30, 2019; and seven hundred sixty dollars (\$760.00) effective July 1, 2019 through June 30, 2020, toward a minimum \$50,000 term life insurance policy for employees whose work schedule is 30 hours or more per week during the school year, with the balance toward hospitalization/medical insurance for employees and their dependents.

Cash in lieu will be allowed for those employees who elect the high deductible health plan (HDHP) through the school district.

A custodian terminating employment after age 55, who has been employed by School District 129 for a minimum of 10 years may continue until reaching the age of 65 any insurance coverage available to custodians upon approval of the carrier and at the custodian's own expense with the addition of a reasonable maintenance fee per month. Payment shall be made in advance to the Superintendent's Office by the 5th of each month. Failure to meet these terms shall result in forfeiture of this right.

ARTICLE X

GENERAL PROVISIONS

1. All necessary tools will be furnished by the Employer.
2. Employees shall keep an inventory of all tools allocated to him and shall be responsible for them.
3. Boiler license fees and class registrations will be paid by the school district when the district requires an employee to obtain and/or upgrade their license. Regardless of when the classes are scheduled, the employee's normal work schedule will be adjusted to accommodate attendance at the class, and avoid or minimize the amount of overtime to be incurred by the district.
4. In the event that any provision, phrase or clause of this Memorandum shall be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Memorandum, it being the expressed intention of the parties that all other provisions remain in full force and effect.
5. Any employee covered by this Contract may be disciplined for just cause by the Board of Education upon recommendation of the Maintenance Director or Superintendent. Discipline may include those actions listed below:
 1. Oral warning
 2. Written warning

- 3. Suspension with pay
- 4. Suspension without pay
- 5. Discharge

6. Building heads shall perform those duties and responsibilities designated by the School District and shall be compensated according to the adopted schedule.


7. The Negotiating and/or Grievance Committee shall suffer no loss of pay while engaging in meetings with the Employer or employee's representative committee.

ARTICLE XI


DURATION

This Contract shall become effective on July 1, 2018 and shall remain in full force and effect through June 30, 2020, and will be subject to review annually, not less than ninety (90) days prior to its expiration on any anniversary thereafter, and shall remain in full force and effect until a new agreement is reached.

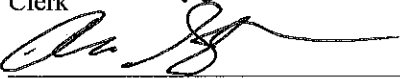
FOR THE EMPLOYER:



Chairman



Clerk

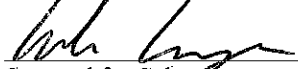


Chief Negotiator

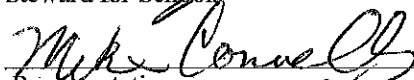
6/25/18

Date


FOR THE UNION:



Steward for Schools



Representative



Representative

6/21/18

Date


MEMORANDUM OF UNDERSTANDING
Head Custodian Substitute

In the event that a custodian serves as a substitute for a head custodian, for a consecutive time period greater than a week, the custodian will receive a head custodian stipend, for that building, on a pro-rated basis.

FOR THE EMPLOYER:



Chairman

Maggie Kuever
Clerk


Chief Negotiator

6/25/18
Date

FOR THE UNION:


Steward for Schools

Mike Cornell
Representative

Charles Stahl
Representative

6/21/18
Date

MEMORANDUM OF UNDERSTANDING
On-Call Custodian

In order to provide custodial coverage of the facilities when there are weekend activities, a custodian will be designated as being "on-call" when those activities are scheduled to take place. Typically, the custodian who is "on-call" will be the custodian assigned to do the building checks for that weekend.

Expectations of the on-call custodian:


- Be able to be reached by phone during the time in which the activity is in progress and report to the appropriate facility, within a reasonable time, when called;
- Be present at the start of the activity to open the facility, to assist with set-up as needed and to make sure everything is in order for the event;
- Be present at the conclusion of the event to help put things away, to do whatever general cleaning needs to be done and to lock-up; and
- On an all-day event, check in at the facility at about noon to make sure everything is in order and running smoothly (if requested by the the sponsoring organization).


Compensation:


- On-Call Compensation - \$50.00
- Open facilities and set-up – 1 hour* at OT rate of pay
- Close facilities – 1 hour* at OT rate of pay
- Mid-day check-in – 1 hour* at the OT rate of pay (if requested by the sponsoring organization)
- Custodial "call-back" – Minimum 1 hour* per call at OT rate of pay

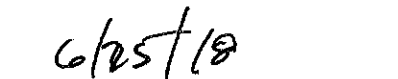
*If more than an hour is required, the time will be adjusted accordingly.

FOR THE EMPLOYER:



Chairman

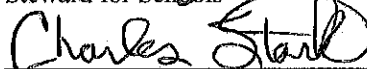

Clerk



Chief Negotiator

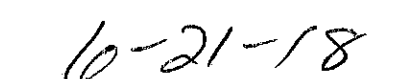

Date

FOR THE UNION:


Steward for Schools


Representative


Representative


Date

APPENDIX A

1. SALARY SCHEDULE (per month)

The following salary schedule shall be in full force and effect for Custodians / Outside Grounds and Maintenance:

	<u>2018-2019</u>	<u>2019-2020</u>
Starting	\$2,892	\$2,964
Step 1	\$2,949	\$3,023
Step 2	\$3,010	\$3,086
Step 3	\$3,074	\$3,151
Step 4	\$3,131	\$3,210
Step 5	\$3,197	\$3,277
After 10 Years Experience	\$3,224	\$3,304

The following salary schedule shall be in full force and effect for HVAC Technician:

	<u>2018-2019</u>	<u>2019-2020</u>
Starting	\$3,137	\$3,215
Step 1	\$3,194	\$3,274
Step 2	\$3,252	\$3,334
Step 3	\$3,315	\$3,398
Step 4	\$3,371	\$3,456
Step 5	\$3,437	\$3,523
After 10 Years Experience	\$3,465	\$3,551

The following salary schedule shall be in full force and effect for Custodian Aides and Outside Grounds and Maintenance:

	<u>2018-2019</u>	<u>2019-2020</u>
Step 1	\$11.57 / hour	\$11.86 / hour
Step 2	\$12.39 / hour	\$12.70 / hour
Step 3	\$13.21 / hour	\$13.54 / hour
Step 4	\$14.04 / hour	\$14.39 / hour
Step 5	\$14.85 / hour	\$15.22 / hour

* Step increases will be given on July 1 for those employees moving through the schedule.

2. EXTRA COMPENSATION.

Effective July 1, 2018 through June 30, 2020, the following schedule for Boiler Licenses shall be in full force and effect:

- Second Class, Class C Boiler License ----- \$15.00 per month
- First Class, Class C Boiler License ----- \$ 25.00 per month
- Chief Class, Class C Boiler License ----- \$ 30.00 per month

Effective July 1, 2018 through June 30, 2020, the following schedule for Pool Operator License shall be in full force and effect:

- Pool Operator License ----- \$30.00 per month

Effective July 1, 2018 through June 30, 2020, the following schedule for Building Heads shall be in full force and effect:

- Elementary ----- \$45.00 per month
- Middle School ----- 55.00 per month
- Senior High ----- 55.00 per month

3. BUILDING CHECKS ON WEEK-ENDS AND HOLIDAYS

	<u>2018-2019</u>	<u>2019-2020</u>
Elementary -----	\$25.00 per day	\$25.00 per day
Middle School -----	25.00 per day	\$25.00 per day
Senior High -----	25.00 per day	\$25.00 per day

4. MILEAGE

Effective December 1, 2007, the mileage stipend will be eliminated. Employees will be reimbursed at the IRS mileage rate for the personal use of their vehicles, upon submission of a mileage reimbursement claim form to the business office.

