MASTER AGREEMENT BETWEEN
RUSHFORD - PETERSON SCHOOL DISTRICT ISD#239
and
MINNESOTA SCHOOL EMPLOYEES ASSOCIATION



EFFECTIVE JULY 1, 2026 through JUNE 30, 2028

2026- 2028 CUSTODIAL CONTRACT

RUSHFORD PETERSON ISD 239

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

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2026-2028 Custodial Contract
Between
Rushford-Peterson 0239
And
Minnesota School Employee Association

ARTICLE I: PURPOSE

Section 1. Parties:

This agreement is entered into between INDEPENDENT SCHOOL DISTRICT No. 239, Rushford-Peterson, Rushford Minnesota, hereinafter referred to as the School District, and the MINNESOTA SCHOOL EMPLOYEES ASSOCIATION, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all Custodial employed by Independent School District No. 239, Rushford-Peterson who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition

In accordance with the P.E.L.R.A., the School District recognizes the Minnesota School Employees Association as the exclusive representative for all Custodial employees who are employed by Independent School District No. 239, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees who are employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as prescribed 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 this Agreement.

ARTICLE III: 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 contribution to, premiums for group insurance coverage for retired employees, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment " is subject to the provisions of P.E.L.R.A.

Section 2. Description of Appropriate Unit:

For purposes of this Agreement, the term appropriate unit shall mean all custodial employees who are employed by Independent School District No. 239, Rushford - Peterson, who are public employees within the meaning of Minn. Stat. l 79A.03, Subd.14.

Custodians whose employment service exceeds 67 working days per year and work 14 hours per week or more are eligible to participate in the union.

Section 3. School District:

For purposes of administering this Agreement, the term " School District " shall mean the School Board or its designated representative.

Section 4. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV: SCHOOL BOARD 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 and selection and direction and number of personnel.

Section 2. Management Responsibilities:

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 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.

The exclusive representative also 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 of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. 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.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of 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 the Agreement are reserved to the school district.

ARTICLE V: 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 representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join:

Pursuant to P.E.L.R.A., 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 district.

Section 3. Request for Dues Check Off:

Payroll Deductions.

Pursuant to Minn. Stat. $179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction.

Subd 1.

Employers must commence deductions within 30 days of notice of authorization from the exclusive representative and must remit the deductions to the exclusive representative within 30 days of the deduction. The failure of an employer to comply with the provisions of this paragraph shall be an unfair labor practice under section 179A.13, the relief for which shall be reimbursement by the employer of deductions that should have been made or remitted based on a valid authorization given by the employee or employees.

Subd 2.

Remission of Withheld Funds. The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the Minnesota School Employees Association no later than thirty (30) days following the end of each payroll period.

Subd 3.

Bargaining unit information. Within 20 calendar days from the date of hire of a bargaining unit employee, a public employer must provide the following contact information to an exclusive representative in an Excel file format or other format agreed to by the exclusive representative: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd 4.
Every 120 calendar days, a public employer must provide to an exclusive representative in an Excel file or similar format agreed to by the exclusive representative the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email address and personal email address on file with the public employer.

Subd 5.
A public employer must notify an exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

Section 4. Personnel Files:

Members of the unit, upon written request to the supervisor having custody of the file, have the right to review the contents of his or her own personnel file and evaluations. Members of the unit shall have the right to reproduce, at his or her own expense, any of the contents of his or her own file. Each member of the unit shall have the right to submit for inclusion in his or her own file written information in response to any material in the file and such information shall become part of the file.

Section 5. Access to School Facilities:

The exclusive representative and its members shall have access to school facilities for the purpose of conducting association business

ARTICLE VI: PROBATION and SENIORITY

Section 1. Probationary Period

An employee under the provisions of this agreement shall serve a probationary period of three (3) months in the School District. The School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no 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.

Section 2.

Employees will acquire seniority after they have been employed for three (3) months, then seniority will revert to the date of employment.

Section 3.

Employees will be laid off and returned to service in accordance with their length of continuous service with the employer.

Section 4.

Employees transferred outside the coverage of this Agreement shall retain seniority for one (1) year at which time all seniority shall be forfeited.

ARTICLE VII: WORK DAY AND WORK WEEK

Section 1.

The basic workweek will consist of five (5) consecutive days beginning with the first shift that each custodian works on Monday. The basic workday shall consist of eight (8) hours per day. Overtime will be paid at a rate of one and one half (1 1/2) times the employees' regular rate of pay for all work over forty (40) compensated hours per week.

Subd. 1. If Rushford-Peterson students or teams advance to sectional or state competition and classes are called off, bargaining unit employees may attend those events during their normal work hours without loss of pay.

Section 2.

All regular employees shall have the right to work their full 40-hour week as provided for in the contract before any part-time employees are called in.

Section 3.

The superintendent may direct the head custodian to assign weekend boiler and building checks to custodians. The head custodian shall establish the schedule and notify the superintendent. Each custodian assigned to weekend boiler and building checks shall punch in once each day and shall be paid for one and one quarter hour duty.

ARTICLE VIII: PAID HOLIDAYS

Section 1.

Custodians shall be entitled to twelve (12) paid holidays each year. These holidays are: July 4th, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Day, New Year's Day, Presidents Day, Good Friday, Memorial Day, and Juneteenth. If the holiday falls on a Saturday or Sunday, Monday will be the holiday or day off work. In addition, one additional day will be provided for the day before or after Christmas Day and New Year's Day. This means that employees will be granted a total of 4 days for the Christmas/New Year Holiday. Employees must indicate which days they prefer in advance of the holidays.

Those who work less than full time on a regular basis will be entitled to paid holidays on a pro rata basis using 2080 hours as the standard.

Employees that work less than 20 hours are not eligible for paid holidays.

Section 2. School in Session:

The School District reserves the right, if school is in session to cancel any of the listed holidays and establish another holiday in lieu thereof. Any legal holiday which falls within an employee's vacation period shall not be counted as a vacation day.

ARTICLE IX: VACATIONS

Section 1.

Employees that work less than 20 hours are not eligible for paid vacation. Vacation will begin accruing after the 90 day probationary period.

Vacation benefits will accrue on July 1st of the current year for custodians as follows:

- Two (2) weeks. (Probationary staff will be allocated 3 vacation days prior to the completion of their probationary period. Upon successful completion of the probationary period, the remainder will be allocated to the staff member)
- Three (3) weeks after ten (10) years of continuous service.
- Four (4) weeks after fifteen (15) years of continuous service.
- Four (4) weeks and two (2) days after twenty (20) years of continuous service.
- Five (5) weeks after twenty-five (25) years of continuous service.

Those who work less than full time on a regular basis will be entitled to paid vacation on a pro rata basis using 2080 hours as the standard.

Section 2.

Vacation accruals shall be determined as of July 1 of each year. New employees shall accrue vacation as specified above.

Section 3.

The scheduling of all vacation time shall be determined by mutual agreement between the employee and the School District. For an employee who has earned more than one week of vacation he/she may schedule at least one week of his/her vacation time in a solid block sometime between the closing of one school year and the beginning of the next one or as approved by the supervisor, building principal, or superintendent of schools. An employee may schedule one block of time off of no more than five consecutive workdays on student contact days. The remainder of the time may be scheduled in shorter intervals as approved by the supervisor or the superintendent of schools.

Section 4.

Vacation time from a given fiscal year not used by Sept. 1, of the next fiscal year will be lost. Extensions may be granted by the superintendent.

Section 5.

An employee who severs employment with the District shall have any accrued vacation paid to the employee at the rate of pay that the employee is receiving at the time of severance.

ARTICLE X: GRIEVANCE PROCEDURE

Section 1 - Application:

This grievance procedure shall be applicable whenever a public employer and the exclusive representative of public employees cannot reach agreement on a grievance procedure as required by Minnesota Statutes 179.70, Subd. 1.

Section 2. Definitions:

Subd. I. Grievance. "Grievance" means a dispute or disagreement as to the interpretation or application of any term of any contract required under Minnesota Statutes 179.70, Subd.1.

Subd. 2. Days. "Days" means calendar days.

Subd. 3. Service. "Service" means served in person, electronic delivery, or by certified mail.

Subd. 4. Reduced to writing. "Reduced to writing" means a concise statement outlining the nature of the grievance, the provisions of the contract in dispute and the relief requested.

Subd. 5. Answer. "Answer" means a concise response outlining the employer's position on the grievance.

Section 3. Step I:

A. In the event that the custodian believes that there is a basis for a grievance, he or she shall first discuss the alleged grievance with the head custodian either personally or accompanied by a Union representative.

B. If the grievance is not resolved through informal discussions within ten days, the grievance shall be reduced to writing and submitted to the superintendent within fifteen days after the first informal meeting.

Section 4. Step II.

The superintendent shall meet with the custodian's union representative within five days after receipt of the written grievance. Parties shall endeavor to mutually resolve the grievance. If the resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If the superintendent denies the grievance, a written decision shall be served on all parties within ten days after the meeting with the superintendent. If no agreement is reached within fifteen days of the first Step II meeting, the custodian's union representative, if he or she elects to proceed with the grievance, must proceed with Step ID by serving proper notification of the appropriate Step ill official. The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provisions of the contract in dispute and the relief requested.

Section 5. Step III.

The School District or its special representative shall meet with the custodian or designated official of the union representative within ten days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten days after the first Step ill meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

Section 6. Step IV.

The District and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If within ten days, the District and the employee representative are unable to agree on an arbitrator, either party may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five names. The list maintained by the Director of the Bureau of Mediations Services shall be made up of qualified arbitrators who have submitted an application to the Bureau.

The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on whom shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses. The arbitrator shall not have the power to add to, subtract from or to modify in any way the terms of existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated hereunder, or municipal chapters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to e incurred hereunder. The decision shall be filed with the Bureau of Mediation Services, State of Minnesota, within thirty days of the date of hearing.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

A. The number of employees equal to the number of persons participating on behalf of the public employer, or if the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

The provisions of this grievance procedure shall be severable, and if any provisions or paragraph thereof or applications of any such provision or paragraph under any circumstances is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

ARTICLE XI: GROUP INSURANCE

Section 1 - Individual Coverage Health Reimbursement Arrangement (ICHRA)/Health Savings Account (HSA) Contributions

Subdivision 1: Establishment of ICHRA

The District shall provide an Individual Coverage Health Reimbursement Arrangement (ICHRA) for eligible Employees.

Contributions shall be based on age as of January 1 of the plan year as follows:

Age	Monthly Individual ICHRA Contribution	Monthly Family ICHRA Contribution
Up to 29	$400.00	Individual contribution plus $250 per dependent* per month
30-39	$500.00	
40-49	$600.00	
50-54	$800.00	
55-59	$900.00	
60+	$1,000.00	

*Dependent can be spouse or child(ren) who are eligible to be covered by your insurance.

Subdivision 2: Eligibility

- Employees at 1.0 FTE meeting federal ICHRA requirements may participate. Proof of individual health insurance coverage meeting federal minimum essential coverage standards is required.
- Employees at less than 1.0 FTE shall receive a prorated contribution.

Subdivision 3: District Obligation and Administration

- The District's obligation is limited to contributions specified above.
- The District selects an ICHRA Administrator responsible for program administration.
- No claims may be made against the District for denials of benefits, carrier decisions, or administrative actions.

Subdivision 4. Selection of Carriers

- Employees may select any qualified individual or family health insurance plan via the Marketplace or private insurers.
- The District does not select or administer any specific health insurance plan

Subdivision 5. Termination of Employment

- Eligibility for contributions ceases at the end of the month of employment termination

Subdivision 6. Retired Employees

- Retired employees may continue coverage at their own expense. District contributions do not apply post-retirement.

Subdivision 7. Additional Health Contribution

- Employees enrolled in an HSA-eligible insurance plan may receive Employer-paid contributions, $100 per month.
- Employer HSA contributions shall follow the Employer's schedule and comply with federal regulations.
- Employees must adhere to IRS rules regarding HSAs.
- Employees not eligible for a HSA contribution will receive a HRA contribution of $100 per month.
- Employees at less than 1.0 FTE shall receive a prorated contribution.

Section 2. Disability And Life Insurance:

Subd. 1. The School District shall purchase group LTD insurance for all employees under this agreement.

Subd. 2. The School District shall provide Group Life Insurance coverage equivalent to the District's majority group for all employees under this Agreement.

Subd. 3. A selection of insurance carrier and policy terms shall be made by the School District.

Subd. 4. 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. *5.* The custodian is eligible for School District contributions as provided in this section as long as the custodian is employed by the school District. Upon termination of employment, all District contributions shall cease effective at the end of the month.

Section 3. Dental Insurance:

A. The School District shall contribute a sum equivalent to the amount provided to the District's majority group for all full time employees under this agreement. The School District shall also contribute a pro -rata contribution for part time - Custodians employed by the School District.

The contributions for Dental Insurance paid under this Article shall be for Single Coverage or Family Coverage, based on the eligibility requirements of the insurance carrier.

Subd. 1. A selection of insurance carrier and policy shall be made by the School District.

Subd 2. 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. 3. A custodian is eligible for School District contributions as provided in this Article as long as the custodian is employed by the school District. Upon the termination of employment, all District participation and contributions shall cease effective 1he end of the month.

Subd. 4. Custodians who retire shall be eligible to remain in the existing group dental insurance program so long as the custodian makes all payments for such coverage and the insurance carrier allows them to remain in the group.

ARTICLE XIl: LEAVES OF ABSENCE

Section 1.

Leaves of absence may be granted by the District for reasons of sickness, accident

and/or family emergency. Leaves of absences must be requested in writing and state the reasons for the request. Requests for leave of absence will be made to the Superintendent of Schools. Paid emergency leave will not be deducted from accumulated sick leave.

ARTICLE XIII: PERSONAL LEAVE

Section 1.

All custodians who work one half (1/2) time or more may be granted personal leave at the discretion of the superintendent of up to two (2) days per year for situations that arise requiring the custodian's personal attention which cannot be attended to while school is not in session.

Requests for personal leave must be made in writing and shall not be unreasonably denied.

If the personal leave day is granted, the custodian will be paid at his/her regular rate for his/her regularly scheduled hours and the day shall be deducted from his/her accumulated sick leave.

Section 2. Bereavement Leave:

A. Leave granted under this section shall be allowed per occurrence.

B. Bereavement Leave up to a maximum of five days, (normally scheduled Monday through Friday school days) will be given for the death of a spouse, child or parent. Up to three days will be given for the death for immediate family (defined as brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, step parent, step child, grandchild, grandparent, brother-in-law, sister-in-law, aunt, uncle, spouse's grandparent or any relative who has lived in house for over one year). Up to one day will be given on the death of an extended family member or personal friend (i.e. great grandparent, great aunt and/or uncle, or close personal friend/neighbor).Additional days may be granted, in specific situations, by the superintendent or their designee.

C. Bereavement leave of one day, of normally scheduled Monday through Friday work days, with pay shall be granted for close friends or relatives not listed in paragraph B.

ARTICLE XIV: SICK LEAVE

Section 1.

Sick leave will be accumulated on the basis of one (1) day per month worked. Sick leave will be paid to all employees off work due to personal illness or injury for their regularly scheduled hours at the employee's regular rate. Custodians who work 1/2 time or more will receive this benefit Maximum accumulation will be one hundred forty (140) workdays.

Section 2.

The School Board may require a custodian to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. The cost of obtaining a medical certificate as required herein shall be paid by the school board. However, the final determination as the eligibility of a custodian for sick leave is reserved by the School Board.

Section 3.

Any full-time custodian with five years or more in the district will be paid thirty five percent (35%) of the custodians base rate of pay per unused accumulated sick leave days upon leaving the employment of the District. Accumulation of sick leave for the purpose of severance pay shall begin July 1, 1982. Any district contribution to an employee's 403(b) plan will be deducted from the payment of unused sick days.

An employee with 20 years of service and at least 55 years of age will be eligible two(2) weeks prior to retirement to elect to use accumulated benefits for the payment of health insurance premiums during the COBRA period. This will be at the employee's option. The decision will be irrevocable.

Section 4.

Sick leave with pay shall be allowed by the School District whenever a custodian's absence is due to illness or disability of the employee's child, ward or minor member of the household, pursuant to Minnesota Statute 181.9413. Up to five days sick leave may also be used for the illness or disability of the employee's spouse, parent or dependent.

ARTICLE XV: RELIEF BREAKS

Section 1.

Employees will receive one (1) fifteen (15) minute break for each four (4) hours or major portion thereof worked.

ARTICLE XVI: JURY DUTY

Section 1.

A custodian shall be granted a paid leave of absence for any days absent due to jury duty. Any per-diem received for jury duty performed on contract days shall be deducted from the custodians' salary. The custodian shall notify the superintendent upon receipt of the notice of jury duty.

ARTICLE XVII: UNION REPRESENTATIVE VISITATION

Section 1.

The designated Union representative will be allowed to visit the premises of Employer for the purpose of administering this Agreement. The representative will advise the departmental supervisor in advance of a visit and it is agreed that the work of employees will not be interrupted. Provided, however, that the representative will be permitted to talk to an individual employee concerning a possible grievance and will be permitted to have the grievant present during the discussion of the grievance with the supervisor.

ARTICLE XIII: WAGE RATES AND CLASSIFICATION

	7/1/2026	7/1/2027
Custodian Base Rate	$20.09	$20.69

(a) In addition to the base rate, custodians shall be paid 14 cents per hour for each year of experience in the district to the maximum of fifteen (15) years.

(b) In addition to the base rate, and other additional amounts as established within this Article, full-time custodians shall be paid $1.00 per hour for working in the P.M. shift. Those employees who receive this addition to the base wage shall be paid the addition for all holidays, vacation leave, sick leave and personal leave pay, regardless of when the Holidays, Vacation, Sick or Personal Leave is taken.

(c) Custodians holding the following boiler licenses shall be paid the following hourly amounts in addition to the base rate:

$.62	1st Class Boiler License
$.47	2nd Class Boiler License
$.37	3rd Class Boiler License

(d) All boiler license fees will be paid for by the employer.

ARTICLE XIX: MATCHING ANNUITY PROGRAM

Section 1 Eligibility:

The Matching Annuity Program will be implemented beginning with the 2001- 2002 school year subject to M.S. 356.24 and the Internal Revenue Code 26U.S.C. 403(b).

Section 2. Payments:

403b Matching Contribution Plan

Subd. 1. Beginning July 1, 2001, bargaining unit employees who are regularly employed at least 20 hours per week and have completed at least two years of service with School District #239 shall be eligible to participate in a 403b matching contribution plan pursuant to M.S 356.24.

Subd. 2. The District will match eligible annual contributions based on the completion of the following service credit with the District

Beginning July 1, 2009, the District will match eligible annual contributions based on the completion of the following service credit with the District.

0-2 Years	No Match
3-5 Years	$533.00
6-10 Years	$659.00
11-15 Years	$916.00
16-20 Years	$1,206.00
21 or more years.	$1,470.00

The District shall contribute annually an amount equal to the amount contributed by the employee. This amount contributed by the District shall not exceed the maximum amount outlined in this subdivision.

Subd. 3. The maximum career matching contribution by the District shall be $20,000.

Subd. 4. The District shall reimburse a maximum of one hundred ($100) for the cost of District approved pants and work shoes to be worn on the job. This includes the cost of district purchased required work shirts.

ARTICLE XX: BULLETIN BOARDS

Section 1.

The Union shall be entitled to reasonable use of the bulletin boards of the school for the purpose of posting notices of official business. Other matters of interest to employees may be posted if approved by the District.

ARTICLE XXI: DISCIPLINE

Section 1. Just Cause:

An employee may be disciplined for just cause. The discipline may include a verbal warning, a written warning, suspension or discharge. The discipline may also include more than one of the above acts for the same reason. The employee shall be informed of his/her right to have a representative of the bargaining unit present at any investigation or meeting in which the District could reasonably be expected to know that a written warning, suspension, or discharge might be given.

Section 2. Suspension:

Subd. 1. When there is just cause for the District to suspend an employee, the employee shall be suspended within fourteen (14) calendar days of the date of the infraction. The employee shall be notified in writing at the time of suspension of the reasons for the suspension, and whether it is with or without pay. Failure to suspend within the time limit herein set out shall be deemed to be a waiver of the right to suspend for that infraction.

Subd. 2. The employee may, within ten (10) days of the date of suspension, grieve the suspension, either the act of suspension or the terms thereof or both. If it is determined

the suspension was without just cause, the employee shall be reinstated and shall receive full pay for any of the time lost.

Section 3. Discharge:

Subd. 1. An employee may be discharged for just cause. Discharge may only be after written notice setting out the charges. The District shall give the employee written notice setting out the charges and advising that the discharge is effective fourteen (14) calendar days thereafter.

Subd. 2. The District may suspend an employee who is given notice of discharge, with or without pay, until the discharge is final. If the employee is not discharged any pay withheld during the suspension shall be paid.

Section 4.

Upon written request of the employee, copies of any written disciplinary actions shall be mailed, or delivered electronically, to the union without reasonable delay.

ARTICLE XXII: HEALTH AND SAFETY

Section 1.

The employer agrees to provide safe and healthful working conditions and equipment for employees.

ARTICLE XXIII: CONDITIONS

Section 1.

This contract constitutes the full and complete contract between the School District and the union representative representing the custodians of the district. The provisions herein supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

ARTICLE XXIV: TERM AND REOPENING NEGOTIATIONS

Section 1.

This contract shall remain in full force and effect from July 1, 2026 through June 30, 2028, and thereafter until modifications are made pursuant to P.E.L.RA. of 1971, as amended. If either party desires to modify or amend this contract as of July I, 2028 it shall give written notice of such intent to the other party under conditions set forth by P.E.L.R.A. The Board and Union representative mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions, and make tentative agreement in the course of negotiations subject to applicable Minnesota Statutes. Negotiations may commence any time within ninety days prior to the expiration of this contract.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT AS FOLLOWS:

Minnesota School Employees Assoc.	Independent School District Number 239
MSEA Field Representative	Date
MSEA Chief Steward	Date
Rushford Peterson School Board Chair	Date
Rushford Peterson Superintendent of Schools	Date