

INDEPENDENT SCHOOL DISTRICT NO. 0001

CUSTODIAL AGREEMENT 2025-2026-2027

ARTICLE I - PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 0001, Aitkin, Minnesota, hereinafter referred to as the School Board, and the International Union of Operating Engineers Local 70, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A. of 1971, to provide the terms and conditions of employment for custodians and engineers.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971 the School Board recognizes the International Union of Operating Engineers Local 70 as the exclusive representative of employees herein described employed by the School Board of Independent School District No. 0001, with exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 and as described in the provisions of this agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the employees of the district as defined in this Agreement and in said Act.

ARTICLE III - DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation thereof, and economic aspects relating to employment, but does not mean educational policies of the school district.

Section 2. Employee: Shall mean all engineers and custodians including head positions and building leads, excluding all other supervisory personnel, all clerical personnel, all confidential personnel and all other school employees.

Section 3. Full-time/Part-time Employees: Full-time employees are defined as those employed on a 12 month basis at 40 hours per week. Seasonal full-time employees are defined as those employed on a 40 hours per week basis for at least 9 months. Employees who are employed in a capacity less than 40 hours per week shall be referred to as part-time.

Section 4. Other terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971.

ARTICLE IV - SCHOOL BOARD - RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which exclude, 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 prescribed by the School Board and shall be governed by the laws of the State of Minnesota and by the School Board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this agreement, and all provisions of this Agreement are subject to the laws of the State 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 Board 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 Board.

ARTICLE V - EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or 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 the rights of the exclusive representative if there be one nor shall it be construed to require any employee to perform labor or services against his will.

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 with the School Board of such unit.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to 179.64 to 179.75 of the P.E.L.R.A. of 1971. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization.

ARTICLE VI - BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedule: The wages and salaries reflected in Schedule A shall be a part of and in effect for the period of this Agreement.

Subd. 1. Custodians who work less than 9 months shall be paid at Step 1 on a prorated basis. These employees will advance to Step 2 (and subsequent steps) after completing 2,080 work hours of regular part-time employment; this subdivision does not apply to hours worked as a substitute custodian.

Subd. 2. Subject to negotiations, steps are awarded to non-probationary employees on July 1.

SCHEDULE A

CUSTODIAL SALARY SCHEDULE

Custodial Schedule	2025-2026	2026-2027
Step 1	\$17.09	\$17.44
Step 2	\$18.43	\$18.78
Step 3	\$19.76	\$20.11
Step 4	\$21.10	\$21.45
Step 5	\$21.52	\$21.87
Step 6	\$21.94	\$22.29
Step 7	\$22.29	\$22.64
Step 8	\$22.77	\$23.12

MONTHLY SALARY DIFFERENTIALS	
Elementary Head	\$200
High School Day Lead	\$125
High School Night Lead Person	\$125
Rippleside Night Lead	\$75

Subd. 3 Boiler Check: Custodians (other than the lead building and grounds person) asked to carry a class 2C boiler license so they can conduct regular checks for the district will receive a stipend of \$50.00 per month. If the district requests a second custodian (other than the lead building and grounds person) to have or get their 2C boiler license, that individual will be paid \$25.00 month for having that certification. Custodians who are asked to get their 2C boiler license will be allowed 1 day of paid leave to complete the class/testing required.

Section 2. Split Shift and Shift Differential: An employee shall receive an additional \$0.50 per hour for all hours worked after 5:00 p.m. This \$0.50 is applied after overtime is calculated (if applicable).

Section 3. Shift Differential/Added Responsibility: It will be the responsibility of the Rippleside Head Person and the High School Lead Person to provide coverage in the evening at the respective schools during times when regular shift hours are not in effect. This coverage can be provided by either soliciting volunteers from the regular custodian ranks or if no volunteer is available, the Rippleside Head Person and the High School Lead Person will be expected to cover evening hours.

Section 4. Longevity: Employees starting their 25th year with the school district shall earn an extra 2% of his/her monthly salary, not including any monthly salary differential.

Section 5. Substitutes:

Subd. 1. Long term substitutes shall be paid on Step 1 of Schedule A and shall be eligible for all other fringe benefits of this contract with exception of Article VIII for which they are not eligible. A long term substitute is defined as a person who does the work of an absent employee for a period of 30 consecutive work days or more. Payment as a long-term substitute will begin on the 31st day of consecutive substitute work.

Subd. 2. An employee who substitutes for another employee in a higher classification for five (5) consecutive days or more shall receive the higher rate of pay, retroactive to the first day.

Section 6. Mileage: Mileage allowed under the contract shall be that allowed under Internal Revenue Service Guidelines.

Section 7. Weekend Building Checks: Weekend building checks, needed beyond regular weekend employee hours, and required by administration shall be paid at the overtime rate. Any weekend building checks, required by administration, will be divided between employees who choose to do building checks. Building checks shall be a guarantee of 2 hours per check, unless that employee is already employed on that Saturday or Sunday. Mileage will be based on the actual odometer readings to the employee's primary building of employment.

Section 8. Holiday Building Checks: Building checks on holidays will be paid at the double time rate.

Section 9. Sport Passes: Members can purchase season sports passes for themselves and their household at 50% face value until September 30. Any passes purchased after September 30 will be at full price. If sports passes are lost, new passes can be purchased according to school district policy. A household shall consist of employee and spouse, and children less than 22 years of age as long as they are still in school.

ARTICLE VII - SENIORITY

Section 1. Definition: Seniority is an employee's continuous length of service with the School Board. The term continuous service shall mean active service without interruption except due to illness, injury, temporary layoff, military service, leave of absence or other reason approved by the School Board. Employees shall be retained, transferred, promoted, demoted, laid off, called back or given other preference according to seniority, provided they are able and qualified as determined by the School Board, and it is in the best interest of the school district in the opinion of the School Board. Nothing in this section shall be construed to abrogate any management right and the School Board shall retain all rights of assignment and direction of personnel.

Subd. 1. All employees who have been kept from work for a period not exceeding six (6) months on account of injury or illness shall retain full reemployment rights to their former job and be reinstated by the School Board upon the employee's request, provided said employee is physically and mentally capable in the Board's opinion of performing the required assignments.

Section 2. Probation: New employees shall be considered as probationary employees for ninety (90) working days, during which time the School Board can terminate the employee at will.

Section 3. Vacancy Posting: If the School Board determines that a permanent vacancy exists in any of their classifications set forth in this agreement, they shall post a notice of said vacancy on the bulletin board. Employees shall be given three (3) days to bid on the posted vacancy. If no employee is qualified and available in the opinion of the School Board to fill the vacancy or if the School Board determines it is in the best interest of the school district, the School Board shall fill all vacancies at its own discretion.

Section 4. Severance:

Subd 1. For employees hired before July 1, 2012, the district will offer a severance benefit. In order to qualify for the severance benefit, the employee must have been employed by I.S.D. # 1 for at least 15 consecutive work years. To be eligible for these benefits an employee must submit his/her written resignation to the Board of Education in the fiscal year which the resignation will take place. Age at the year of retirement is considered to be the employee's age as of June 1st of that retirement year.

Consecutive Years of Service:

15 to 20 years: Daily rate of pay times unused sick leave to a maximum of 140 days.

21 and beyond: Daily rate of pay times unused sick leave (at 140 days maximum) plus \$100 times years of service.

Subd 2. Consecutive years of service will not be considered broken in the event of a lay-off provided the employee returns to work upon proper notification of re-call from lay-off. In addition, if an employee is off due to an accident or long term illness his/her years of service will be considered consecutive provided he/she returns to work and is able to perform his/her duties for at least six months.

Subd 3. Severance benefits are only paid to employees who leave the school district in a voluntary separation (i.e. retirement, career change, etc.). The payment of severance will be made according to Section 6 (below).

Subd 4. In the event of the death of the employee prior to retirement, any earned severance benefit related to unused sick leave and years of service, provided the employee would qualify for that benefit, will be paid to the employee's named beneficiary.

Section 5. 403B Match: An employee will be eligible for the 403B plan based on his or her years of service.

For employees hired before July 1, 2012 and therefore eligible for the severance payment described in Section 4, the total of the employer match funds described in this section will be counted as part of any severance payment due based on the language in Section 4.

For employees hired after July 1, 2012, the total of the employer match funds will not exceed \$15,000 over the employee's years of service with the District. There shall be no balance paid, only the yearly match.

Continuous Years of District Service	Employer Match
1-3 years	\$0.00
4 - 9 years	\$450.00
10 - 14 years	\$500.00
15 - 20 years	\$550.00
21 +	\$700.00

Section 6. Severance/Health Care Savings Plan: All employees covered by this "Terms and Conditions of Employment" and eligible for a severance payment as outlined in Section 4 will participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) authorized under Minnesota Statutes, Section 352.98 (Minn. Supp. 2001), administered by the Minnesota State Retirement System.

The qualified retiree will have 100% of the remaining value of the calculated severance deposited in the approved plan following retirement. Payment to the plan will be made within 60 days of the retirement date.

An employee who is receiving long-term disability insurance benefits shall not be eligible for a severance payment.

Employees who separate due to retirement are eligible to remain in the existing group health and hospitalization plan provided the individual retires with a PERA annuity. The retiree must pay full costs for the continued coverage, in advance, on a monthly basis.

ARTICLE VIII - GROUP INSURANCE

Section 1. Health and Hospitalization:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the school district as provided by law. Employees may choose from various offered plans, coverage and deductibles which suit their individual needs.

Subd. 2. Contribution: The school board shall pay up to a maximum of \$700.00 per month toward the monthly premium cost of individual and dependent health and hospitalization coverage for insurance plans for full time employees who qualify for and wish to participate in dependent coverage and at a pro rata rate for employees who are employed by the district in a capacity that is less than full time. In the event an employee is not eligible for the severance plan, the employee with at least 12 years experience in Independent School District No. 0001 who is 55 or more years old, upon retirement may elect to continue medical insurance coverage until age 65. The retired employee must pay full costs for the continued coverage, in advance, on a monthly basis.

Subd. 3. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: An employee is eligible for school district contribution as provided in this article as long as the employee is a full-time employee employed by the school district. Upon termination of employment, all district contribution shall cease. A terminated employee, whose termination was for reasons other than the employee's disability or retirement, may elect to continue insurance coverage according to law or until re-employment and subsequent eligibility for coverage under another group plan, whichever is shorter. The terminated employee must pay full costs for continued coverage, in advance, on a monthly basis.

Subd. 5. In the event the district offers a health coverage option where two or more companies make coverage available to eligible employees or eligible retirees, it is agreed to that:

1. In the case where the district employs, in any capacity, married partners, that couple is eligible for two separate single health coverage plans or one family plan per family. That one family plan can be the property of either partner.
2. In the case where the district insures both partners where either one or both partners are retired, or where one partner is retired and the other still employed by the district, as individuals they are eligible for two single health plans or one family health plan per family.

Section 2. Long Term Disability Insurance:

Subd. 1. Selection: The selection of the long term disability insurance carrier and policy shall be made by the school district. The aggregate value of benefits provided shall not be less than those currently provided.

Subd. 2. Effective July 1, 1995, the employee shall pay the entire long term disability insurance premium. The school board will reimburse the employee for this premium.

Subd. 3. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. An employee is eligible for long term disability coverage as provided in this article as long as the employee is employed by the school district. Upon termination of employment, all district contribution shall cease.

Section 3. \$50,000 Life Insurance:

Subd. 1. Selection: The selection of the life insurance carrier and policy shall be made by the school district. The aggregate value of benefits provided shall not be less than those currently provided. Benefit amounts are subject to the terms, conditions and applicable limits defined by the policies.

Subd. 2. The school board shall pay the entire life insurance premium for individual employees.

Subd. 3. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. An employee is eligible for life insurance coverage and school district contribution as provided in this article as long as the employee is employed by the school district. Upon termination of employment, all district contribution shall cease.

Section 4. Eligibility: The Board agrees to make the contributions provided for above for all regular employees.

Subd. 1. In the event of absence of an employee from work because of injury, illness or sickness, the School Board shall continue to make the required contributions during the time the employee is using the accumulated sick leave days due to injury, illness or sickness. In event of leave of absence or military leave or in the event employees are laid off or are off because of illness, sickness or injury beyond the accumulated sick leave period or eligibility for long term disability, they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by the School Board after the respective date the contributions by the School Board cease pursuant to the provisions hereof. Provided, that such coverage may be continued during the time of the disability as established by the long term disability insurance carrier as provided in the insurance policy.

Subd. 2. In the event of any absence without pay, the employee shall pay the pro rata share of the school board contribution,

Subd. 3. New employees hired shall have payment made on their behalf by the School Board commencing on the first of the month following the date of their employment. Employees returning to work or reinstated following an absence from work where their seniority has not been interrupted shall have payment made on their behalf on the first of the month following their return to work.

Section 5. Tax Sheltered Annuities: Employees may request to take part in a tax sheltered annuity program in accordance with School Board policies relating to same.

Section 6. Dental Insurance:

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

Subd. 2. Custodians will have the option to purchase dental insurance at the cost of the premium. The district will not pay any portion of the premium.

Subd. 3. Claims against the District: It is understood that the School District's only obligation is to provide a dental policy. No claims shall be made against the School District as a result of a denial of dental insurance benefits by the insurance carrier.

ARTICLE IX - ABSENCE FROM WORK

Section 1. Sick Leave:

Subd. 1. All full-time employees shall earn sick leave at the rate of 10 hours per month to a maximum of 120 hours per year, pro rata if less than full-time. Sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Rate of pay for sick leave shall be the rate on schedule for which the employee is otherwise eligible.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 200 days of sick leave per employee.

Subd. 3 Sick leave with pay shall be allowed by the School District whenever an employee's absence is due to illness, injury or disability of the employee or as allowed under Minnesota Statute. The maximum sick leave an employee can use for a disability shall be the minimum amount necessary to qualify for disability benefits.

Subd. 4. The School Board may, where insufficient reason is suspected, or concern for the general health of the employee require an employee 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 district will pay for the physical examination if needed.

Subd. 5. In the event that a medical certificate will be required the employee will be so advised.

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 an online time tracker request for time off.

Subd. 8. Leave Buy Back Provision: Members of the unit who have at least 15 years seniority have the option to sell back unused personal/sick leave time according to the following schedule:

0 hours	40 hours paid at regular rate to be added to the first check of the next fiscal year
used 8 hours	32 hours paid at regular rate to be added to the first check of the next fiscal year
used 16 hours	24 hours paid at regular rate to be added to the first check of the next fiscal year
used 24 hours	16 hours paid at regular rate to be added to the first check of the next fiscal year
used 32 hours	8 hours paid at regular rate to be added to the first check of the next fiscal year
used 40 hours	8 hours paid at regular rate to be added to the first check of the next fiscal year

Since this is in lieu of a benefit, the salary will not be subject to PERA deduction.

Section 2. Personal Leave:

Subd. 1. A full-time employee shall be granted personal leave of five (5) days per year, non cumulative, for situations which must be handled during school hours requiring the employee's personal attention, prorated if less than full-time or if employed for less than a full year. Personal leave days taken shall be deducted from sick leave. If all personal leave is used, but the employee leaves employment prior to the end of the contract year, the amount of unearned leave taken will be deducted from the employee's final paycheck.

Subd. 2. Requests for this leave must be made through an online time tracker request for time off at least three days in advance, except in the event of emergencies. The request shall state that the proposed leave is for personal reasons. Personal leave must have prior approval for the purpose of limiting the number absent to a level deemed appropriate by the Maintenance Supervisor and/or Superintendent.

Section 3. Bereavement Leave: Employees shall be granted up to five (5) days bereavement leave, per occurrence, in the event of the death of a sibling, son-in-law, daughter-in-law, brother or sister-in-law, parent, grandparent, grandchild or parent-in-law, step sibling or step parent. Employees shall be allowed ten (10) days bereavement leave per occurrence in the event of the death of a spouse, child or stepchild. The first three (3) days will not be deducted from sick leave. All days over three will be deducted from sick leave.

Section 4. Leave of Absence: An employee upon written request may be granted a leave of absence without pay for up to five (5) years. Said leave must have approval by the School Board. An employee shall retain fringe benefits by paying monthly for them in advance. The employee shall receive no step advance on the salary schedule for the years absent.

Section 5. Leave of Absence Without Pay (Less than one year):

Subd. 1. Leave of absence without pay may be granted by the Superintendent for personal reasons up to a maximum of ten (10) days per year per employee, noncumulative. The Board of Education may grant leaves for more than ten (10) days. Not more than two employees shall be granted this leave for the same period of time.

Subd. 2. Requests for leave of absence without pay must be submitted to the immediate supervisor no less than two weeks and no more than one month in advance. Leaves will be granted on a first come basis, i.e. requests received first will be given priority.

Subd. 3. The Supervisor will approve or disapprove the request and forward it to the Superintendent of Schools for final approval or disapproval. The Board of Education and the administration reserve the right to refuse to grant leave.

Subd. 4. Leave of absence without pay that does not have prior approval shall not be allowed. Any employee who is absent from work without prior approval shall lose all pay and fringe benefits for the time absent.

Section 6. Child Care Leave: Unpaid leaves of absence to natural or adoptive parents in conjunction with birth or adoption, will be granted according to Minnesota State Law.

Section 7. Legal Leave:

Subd. 1. In cases where an employee must appear as a witness at the request of the Board, the employee shall not lose any pay or fringe benefits for the time absent.

Subd. 2. In cases where the employee must make an appearance at a job related liability legal proceeding the employee shall not lose any pay or fringe benefits for the time absent.

Section 8. Maternity Leave: A pregnant employee shall notify the Superintendent in writing three (3) months prior to the anticipated date of the leave being requested. The notice shall include the anticipated length of the requested leave.

Subd.1. A pregnant employee shall be afforded a maternity leave of absence provided she follows the procedures outlined in this section. Failure to comply with provisions of this section shall constitute grounds for denying a maternity leave and under such circumstances, the employee's employment may be terminated by the School Board.

Subd. 2. Accumulated sick leave benefits will be paid for pregnancy, childbirth, or related disabilities, commencing with the date on which they become disabled to such an extent that they are unable to perform their job assignments, provided that the District is provided with a physician's certificate stating the date on which such disability commenced; benefits shall cease as of the date the disability ends as certified by the physician.

Subd. 3. The parties further agree that any maternity leave of absence exceeding the amount of accrued sick and/or vacation time shall be a leave without pay.

Subd. 4. If parts of this clause are contrary to statute, the statute will be followed.

Section 9. Jury Duty: When an employee is called for jury duty or subpoena and must lose duty days as a result thereof, the employee shall receive his/her regular rate of pay after submitting to the school district the pay received for serving on jury duty or appearance at a subpoena, excluded are meals and mileage reimbursements.

Section 10. Holidays:

Subd. 1. Holidays within the terms of this Agreement shall constitute the following: Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's Day or Mid-Winter Holiday dependent on school calendar, Good Friday, Memorial Day, and Juneteenth. In addition, the position of weekend custodian will carry one additional holiday, Easter Sunday.

Subd. 2. Said holidays shall be paid holidays to the employees provided they meet the criteria of Section 11. All hours worked on holidays shall be paid at two times the rate of pay.

Subd. 3. When a paid holiday falls on an employee's scheduled day off, or during his vacation period, he shall receive an additional day of paid vacation.

Subd. 4. When any holiday falls upon a Sunday, the following Monday shall be considered a holiday for all employees. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday for all employees. All holidays will be administratively scheduled in the event of a conflict.

Subd. 5. Seasonal full-time custodians who work less than 12 months, but more than 1080 hours in a period September 1 through May 31 in any given year shall be paid for any holidays that fall during their scheduled work calendars.

Section 11. Vacations:

Subd. 1. All full-time employees, shall be entitled to paid vacations as follows:

1 to 10 years of service - 8 hours per month up to 96 hours yearly

11 to 14 years of service - 10 hours per month up to 120 hours yearly

15 to 22 years of service - 13.33 hours per month up to 160 hours yearly

Start of 23 years - Additional four hours for each year of service beyond 22 years up to maximum of 40 hours - accrued at end of school year.

Vacation shall be pro-rated for full-time and seasonal full-time employees based on the number of months worked.

Subd. 2. All regular full time employees leaving the service of the School Board, except where discharge was for cause, will be entitled to prorated vacation pay.

Subd. 3. Vacations shall be scheduled as close as possible to the time requested by the employee provided such scheduling does not, in the opinion of the School Board, interfere with the operation of the schools.

Seniority for high volume weeks – i.e. Christmas/July 4th weeks. Pick first week of vacation according to seniority on March 1 of each year or the following Monday if March 1 falls on a weekend. Leave will be requested through the online time off system.

Subd. 4. Vacation days earned in one fiscal year may be totally or partially carried over to the following (second) fiscal year. Time may be totally or partially carried over to the next (third) fiscal year, but must be totally utilized on or before August 31 of that third fiscal year.

Section 12. Emergency Closings: On days when school is canceled due to snow, employees have two options:

1. Employees may elect to stay away from work and use vacation time.

2. Employees who report to work will be credited additional vacation time for time worked. The District reserves the right to determine work hours on these days; hours will be determined by the Maintenance Supervisor and may differ from the employee's regularly scheduled shifts.

Should school be canceled for any other reason, including, but not limited to, cold or other weather related situations, utility or fire system problems, or other emergencies, the District reserves the right to determine work hours; hours will be determined by the Maintenance Supervisor and may differ from the employee's regularly scheduled shifts. No additional vacation time will be earned.

Section 13. Employees shall be granted any and all other leaves covered by law or statute.

ARTICLE X - HOURS OF SERVICE

Section 1. Overtime Pay: An employee shall be paid at the rate of one and one half (1 1/2) times his regular straight time rate for all hours worked in excess of eight (8) hours per day. A full-time employee is considered to be a person who works forty (40) hours per week for the school or calendar year.

Section 2. Employee Work Days: The employees covered under this contract shall work on those days as assigned by the School Board or the Board's designated representative.

Section 3. Employee Work Week: The regular work week for full time employees shall be forty (40) hours per week. Full-time employees will be paid semimonthly on the 15th and on the last day of the month. If the 15th or the last day of the month falls on a weekend or holiday, payment will be made on the first business day following the weekend or holiday.

Section 4. Callback: Callback shall be paid on actual time worked or a minimum call back of two (2) hours provided the employee works two hours.

ARTICLE XI - SUSPENSION AND DISCHARGE

Section 1. Suspension: Any employee may be temporarily suspended or disciplined for just cause. The employee shall be notified of the reason in writing at the time of the suspension, or if there is other disciplinary action to be taken. If the employee feels he has been suspended or disciplined without just cause, or that the period of suspension is unwarranted, the employee shall have the right of appeal under the grievance procedure, provided that objection is made in writing within five (5) days of the date of suspension or discipline. If it is determined that the suspension was without cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

Section 2. Discharge for Cause: Discharge shall be made only for just cause. Any action to discharge an employee shall be taken by the Board of Education only after a hearing upon due notice of the charges stated in writing. The statement of charges and the notice of hearing shall be filed with the employee and the union at least ten (10) days in advance of the hearing. The employee and the union shall have the right to present witnesses, introduce evidence and examine witnesses and evidence presented against the employee.

Section 3. Salary during Suspension: The salary of the employee shall be suspended during the period in which the hearing for discharge or suspension occurs or during which notice has been given. Employee's name shall not be removed from the payroll, nor shall checks be issued in his name. In case of reinstatement after the hearing, the employee shall be given all back pay withheld during the period of suspension.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A grievance shall mean a claim by an employee, resulting in a dispute that there has been a misinterpretation or misapplication of terms and conditions of employment insofar as such matters are contained in this Contract.

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

Section 3. Definitions and Interpretations:

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

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

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States Mail within the time period.

Section 4. Time Limitation and Waiver: Failure to file any grievance within the time periods prescribed hereafter shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. Failure by the School Board or its representative to issue a decision within the time periods hereafter provided shall constitute a denial of the grievance and the employee may appeal to the next level.

Section 5. Adjustment of Grievance: An effort shall first be made to adjust a grievance informally between the employee and his supervisor. The School Board and the employee shall attempt to adjust all unsettled grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1 Level I: If informal discussions are not successful, the grievance to be valid for consideration, must be submitted in writing to the supervisor, setting forth the facts and the specific provision of the Contract allegedly violated and the relief sought, within ten days after the date of the event giving rise to the grievance occurred. The supervisor shall give a written decision on the grievance to the parties involved within five days after receipt of the written grievance.

Subd. 2. Level II: If the grievance is not resolved in Level I, an appeal may be made to the Superintendent of Schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. The superintendent will meet with the parties involved and within five days issue a decision in writing.

Subd. 3. Level III: If the grievance is not resolved in Level II, an appeal may be made to the Board of Education, provided such appeal is made in writing within five days after receipt of the decision in Level II. The Board of Education will within ten days meet with the parties involved and five days thereafter issue a decision in writing.

Section 6. School Board Review: The Board of Education reserves the right to review and change any decision issued under Level I or Level II provided such change is made within ten days after the decision was issued. In the event the Board of Education changes a decision previously rendered under the grievance procedure the employee retains those rights of arbitration hereinafter provided.

Section 7. Arbitration Procedures: No grievance shall be considered for arbitration which has not been first duly processed in accordance with the grievance procedure heretofore prescribed. If the employee and the Board of Education are unable to resolve a grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, signed by the employee and submitted to the Chairman of the Board of Education within five days following the decision in Level III of the grievance procedure.

Subd. 2. Selection of Arbitration: The representative of the Board of Education and the employee or his representative shall, within five days after the request to arbitrate, attempt to mutually select an arbitrator. If the parties cannot agree as to the arbitrator, they will obtain a list of arbitrators and each will strike until one is left. This process shall not take longer than ten additional days.

Subd. 3. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 4. Decision: Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by in the P.E.L.R.A. of 1971.

Subd. 5. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representative, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party, cost of which will be borne by the requesting party. The parties shall share equally fees and expenses of the arbitrator.

Subd. 6. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Contract nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

Section 8. Veteran: In the case of a veteran, he/she shall have the right to select either a veteran's hearing or arbitration. The veteran shall receive all wages and benefits provided by this working agreement until such time a decision has been made by the veteran's panel or arbitrator. If the veteran chooses arbitration first, he/she shall have the right to appeal the arbitrator's decision to a veteran's hearing panel, but shall not receive compensation or benefits unless awarded by the veteran's hearing panel.

Section 9. General:

Subd. 1. At least one exclusive representative shall be allowed to attend and present his views at any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented.

Subd. 2. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file.

Subd. 3. Any hearing provided for in the grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

ARTICLE XIII - DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2025 through June 30, 2027, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. If either party desires to modify or amend this Agreement commencing on July 1, 2025, 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 Board and the exclusive representative representing the employees of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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

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

For International Union of Operating
Engineers Local No. 70

Dated this ____ day of _____, 2025

Business Manager – Scott Marsyla

Steward - Ben Gingery

For Independent School District # 0001

President - Michael Dowdle

Chairperson - Cindi Hills

Recording Secretary – Kirstie Doar

Clerk - Jen Burgos

Union Negotiator - John Hane

Dated this ____ day of _____, 2025