

WORKING AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 829

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

(LOCAL NO. 70)

REPRESENTATIVES OF ENGINEERS AND CUSTODIAL EMPLOYEES

2025-2027

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## ARTICLE I – PURPOSE

SECTION 1. Parties: THIS AGREEMENT is entered into between Independent School District No. 829, Waseca, Minnesota, hereinafter referred to as the School District, and the International Union of Operating Engineers, Local No. 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., to provide the terms and conditions of employment for Engineers, Custodians/Engineers, and Custodians of the Waseca Public School System, excluding all other employees and/or any supervising personnel, essential, part-time, or 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 International Union of Operating Engineers, Local No. 70, as the exclusive representative for Engineers, Custodians/Engineers, and Custodians by the School District, which exclusive representative shall have those rights and duties as described in the provisions of this Agreement.

SECTION 2. Appropriate Unit: The exclusive representative shall represent all such custodians of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

## 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 contributions to, premiums for group insurance coverage for retired custodians or severance pay, and the employer's personnel policies affecting the working conditions of the custodians. "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 Custodial Employees shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the custodians bargaining unit, custodians who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

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 board 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 custodians 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 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 custodians 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 - CUSTODIAN RIGHTS

SECTION 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any custodian 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 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., custodians 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: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off, pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the custodian involved, the school district will deduct from the custodian's paycheck the dues that the custodian has agreed to pay to the employee organization in twelve (12) equal installments, beginning with the first pay period following the date of employment.

**New Hires.** The District will notify the Exclusive Representative of any new staff hired to a position in the bargaining unit within 20 calendar days from the date of hire. The District will also provide 30 minutes paid time to the Exclusive Representative and new members within 30 calendar days of hire. When possible, the Exclusive Representative will meet with new hires as a group.

**Change in Employment Status.** The District will notify the Exclusive Representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

## ARTICLE VI - JOB CLASSIFICATION & PAY SCALE

SECTION I. Pay Scale: The pay scales for 2025-2027 shall be:

Effective July 1, 2025-June 30, 2026

CATEGORY*	DBM JOB VALUE	STATE POINT SYSTEM
JH/HS Hd. Engineer	B32	3250
WIS Hd. Engineer	B31	2750
Hartley Hd. Engineer	B31	2750
Central Hd. Engineer	B31+	3000
Main/Repair I	B24	2750
Main/Repair II	B24	2750
	B22	1875
Custodial I	B21	1625
	A13	1333
Van Driver	B21	1625

\*The School District and the Exclusive Representative reserve the right to adjust the Category should a new position arise or a comparable worth study be requested and/or initiated.

STEP	1625	1875	2125	2375	2750
BASE	\$20.55	\$22.45	\$24.50	\$25.60	\$27.15

STEP	3000	3250
BASE	\$28.60	\$30.15

**STEP INCREASE:** \$0.15 PER YEAR OF SERVICE IN ADDITION TO THE BASE RATE.  
Step increase increments will be made July 1 of each year, following the custodian's second anniversary date.

Effective July 1, 2026-June 30, 2027

STEP	1625	1875	2125	2375	2750
BASE	\$21.35	\$23.35	\$25.50	\$26.60	\$28.25

STEP	3000	3250
BASE	\$29.75	\$31.35

STEP INCREASE: \$0.15 PER YEAR OF SERVICE IN ADDITION TO THE BASE RATE. Step increase increments will be made July 1 of each year, following the custodian's second anniversary date.

Custodians who hold a Power Limited Technician license, and the school district requires such a license, shall receive a working conditions pay of \$0.75 per hour.

Head Building Engineers and custodians that work in more than one building will receive an additional \$0.22 per hour to compensate for the use of their vehicles. Changes in pay for each custodian will occur each July 1.

Custodial and Maintenance staff who hold a registered unlicensed electrician license shall be paid an annual stipend of \$500 to be paid at the time of license renewal.

A custodian must work at least 90 working days (Between July 1 and June 30) to be credited for advancement as a year of experience. Step increases will occur on the July 1 following the completion of the probationary period. (Example: A custodian begins work on May 1 and works for 31 days. The ninety-day probationary period will expire after July 1. No step increase will apply until each succeeding July 1, thereafter). New custodians may be given credit for experience up to five (5) years upon recommendation of the superintendent of schools and at the discretion of the school board.

Custodians promoted to a higher band and grade will be placed at a rate of pay equal to or greater than their former position rate of pay, but in no case would the rate of pay in the higher band and grade be less.

SECTION 2. Anniversary Date: The first working day shall be considered the anniversary date of employment.

Subd. 1. Shift Differential Wages: Beginning July 1, 2020, most custodians will work the adjusted schedule 9 months per year, September 1 through May 31 and will receive pay accordingly. A custodian that works an adjusted schedule for 12 months will receive pay accordingly.

Second Shift (Initially comes to work after 12:30 p.m.)

2025-27

0.65/hr

Second Shift (Lead Only)

2025-27

1.05/hr

High School Evening Shift (In addition to second shift differential)

2025-27

.75/hr.

A custodian will receive shift differential pay for all hours worked during their scheduled contract day if they begin their shift at 12:30 p.m. or later.

SECTION 3. Wages for Additional Responsibilities:

Effective for 2025-27, wages will be paid for additional assignments as listed.

Subd. 1. Building Check Compensation

All custodians covered under this agreement who have a current boiler's license of at least a special class would be responsible to perform building checks on scheduled Saturdays, Sundays and Holidays. During the heating season, a custodian must have at least a 2nd Class license to check Hartley Elementary School. To check the Intermediate, Central Building, and Junior and Senior High School, a custodian must have at least a 1st Class license. Building checks will be performed according to the needs of the School District. Schedules will be determined for the twelve-month period two times a year. The schedules will be posted a minimum of two (2) weeks before a custodian is expected to work a building check. The district will work with the facility schedule and plan accordingly. After the building check schedule has been created, an event may be scheduled that could require a custodian on duty. In these situations, management has the right to remove the building affected from the schedule, as long as a two (2) week advance notice has been provided. The custodian covering the event may be required to complete the building check. Additional times which are required would be open to custodians on a sign up basis with respect to the building in which they are regularly assigned and the years of service to the school district. Efforts will be made to provide a fairly equal number of building checks to all custodians based on licensure and the building they are assigned to. In the event sufficient volunteers are not available, the right of assignment will be executed. The reimbursement for such building checks would be according to the following schedule:

<u>LICENSE TYPE</u>	<u>PAY SCALE FOR 2025-27</u>			
	<u>CB</u>	<u>JHHS</u>	<u>HA</u>	<u>WIS</u>
Special	\$45	\$45	\$30	\$45
2nd Class	\$70	\$70	\$55	\$70
1st Class	\$85	\$85	\$70	\$85
Chief	\$100	\$100	\$85	\$100

All custodians covered under this agreement would receive the same pay regardless of position.

All new custodians must have completed the requirements for a Special Class boiler's license within twelve (12) months from the date of employment as a term and condition of employment. All Custodial I custodians must have completed the 2<sup>nd</sup> class boilers license within eighteen (18)

months from the time they obtained their Special Class boilers license, or the ability to prove that they are actively working on obtaining the license, as a term and condition of employment. Effective July 1, 2018, all employees must have completed the 1<sup>st</sup> Class boilers license within thirty (30) months from the time they obtained, or have renewed, their 2<sup>nd</sup> Class boilers license, or the ability to prove that they are actively working on obtaining the license, as a term and condition of employment. Employees who fail to complete and/or obtain the required license shall be subject to progressive discipline as outlined in School Board Policy 403.

No custodian can be named to the position of Hartley Head engineer and Maintenance I unless they have satisfactorily completed the requirements for a 1<sup>st</sup> class license or are able to obtain a 1<sup>st</sup> class license within six (6) months of assignment to this position. No custodian may advance to the position of Intermediate School, Central Building, or Junior and Senior High School Head Building Engineer unless they have completed the requirements for a Chief License or are able to obtain a Chief license within six (6) months of eligibility.

SECTION 4. Working In A Higher Classification: If a custodian works for two (2) or more consecutive days in a higher classification, they will be paid at the higher rate of pay at the same step as per Agreement for all hours worked consecutively in the higher classification retroactive to day one (1). This section of the contract does not apply to the summer months.

SECTION 5 Pool Certification Pay:

The District shall employ at least one custodian who is the primary pool license holder, to be paid an annual stipend of \$624.00. All other custodial or maintenance staff who the district requires to have a license will be paid an annual stipend of \$312.00. The stipend will be paid July 15<sup>th</sup> of every year.

SECTION 6. Continuation of Pay: Custodians will continue to receive payment for services as per the current rate until an agreement is reached on a new contract upon expiration of this contract. Only classification changes will affect the rates of pay.

SECTION 7. Shoe Allowance: The school district will provide an allowance not to exceed \$150 per fiscal year to each custodian for the purpose of purchasing approved school district hard toed shoes. Reimbursement to the custodian will be made upon proper proof of receipt of payment of invoice. Custodians will be required to wear approved shoes while at work.

SECTION 8. Staff Development Pay: Custodians will be paid \$15.00 per hour if they attend staff development training sessions that are held outside of their normal workday, provided prior approval has been granted. Overtime regulations will not apply to the staff development rate of pay. The District will allocate an annual allowance of \$3,600.00 to compensate for expenditures such as custodian time, registration fees, travel allowance, and study materials. Custodians must receive prior approval from the Director of Buildings and Grounds before an expenditure occurs.

## ARTICLE VII - HOURS OF WORK

SECTION 1. Basic Work Week: The basic work week shall consist of forty (40) hours. The regular scheduled work week shall be five consecutive days. A work day is to be defined as eight (8) hours/day.

During the summer months (June-Aug), it may be mutually agreed that certain work crews may work four consecutive ten (10) hour days without overtime compensation. The custodian must request this in writing two (2) weeks prior to the last day of school.

Subd. 1. Determination of Working Hours:

All work assignments and final determinations of the work schedule will be made by the district administrative staff and the director of buildings and grounds with assistance from the building head engineers. Assignments refer to the building or building in which a custodian will work, nature of work, including work during vacation periods when school is not in session. The head engineers and the director of building and grounds are specifically given the responsibility and the authority to use the staff to the best advantage of the school district.

SECTION 2. Sundays & Holidays: Any custodian who works on a Sunday or holiday will be paid double time (2 X Hourly rate) for the time worked on those days. Boiler checks on Sundays or Holidays do not qualify for double time pay.

SECTION 3. Definition of Overtime: All hours worked beyond the basic schedule of forty (40) hours per week. All paid holidays and paid leave time, except sick leave, shall be considered hours worked for the purposes of computing overtime.

Subd. 1. Rate of Pay: A minimum of two (2) hours pay at 1-1/2 times the regular hourly rate to all custodians who are called back to work after having been released from their regular day's work. This shall not apply to calls one hour before regular starting time where work continues on into the regular day's work. If required to work more than two (2) hours, then applicable overtime rate shall apply. Only one callback allowance will be allowed on any given two (2) hour period from time of call.

Subd. 2. Authorization of Overtime:

No overtime will be paid unless it has been authorized by one of the following: head building engineers, director of buildings and grounds, building principals, or the superintendent of schools. In most cases, the director of buildings and grounds will be the one with whom the responsibility will rest. However, there are emergency cases where the head building engineer will make the final decision.

Subd. 3. Comp Time Vs. Overtime Pay:

Custodians may have the option of selecting comp time rather than overtime pay if it meets the following criteria:

- a. Comp time and overtime will be accounted for on a separate time card as provided by the school district.
- b. Comp time will be allowed for each hour worked in excess of 40 hours per work week at a rate of 1-1/2 hours per hour worked during regular overtime days and 2 hours per each hour worked during Sundays and Holidays.
- c. No custodian may accumulate or use more than 72 hours of comp time during any contract year (July 1-June 30).

- d. A maximum of 40 hours of comp time may be carried over into the next contract year. However, if the comp time is not used by June 1 of the carryover year, the custodian will be paid in the June payroll.
- e. Comp time utilization will be treated as vacation in terms of approval.

SECTION 4. Breaks: Each custodian, working 6.5 hours or more per day, shall receive up to a maximum of two (2) fifteen (15) minute paid breaks per day during which time the custodian will be permitted to leave the assigned work location upon approval of the supervising administrator. A thirty (30) minute non-paid, duty free meal break will be scheduled.

SECTION 5. Letter of Assignment: The employer will provide a letter of assignment at the earliest possible time upon School Board approval of the collectively bargained agreement to each custodian outlining such details as assigned work days, vacation days, holidays, insurance contribution, rate of pay and other items deemed necessary. During a negotiation year, Letter of Assignment will be issued once a new contract has been settled.

SECTION 6. Emergency Closing of School: If the school district is closed for an emergency which warrants the action to not require that any Waseca Public School employees report to work, the custodian will receive full pay for the day. The school district will reserve the right to call the building head or his/her designee into work and pay them at a rate of 1 1/2 times the regular rate of pay. The reporting time will be flexible as it relates to the weather and road conditions.

#### ARTICLE VIII – HOLIDAYS

SECTION 1. Qualified Custodians: All regular custodians employed by the month and covered by this agreement will be granted the following identified holidays with pay. A custodian must work at least 1,040 hours per year to be eligible for Holiday pay.

SECTION 2. Number of Holidays: The following eleven (11) Holidays shall be granted to full-year custodians. Custodians who work less than a full year will be pro-rated if they work more than 1,040 hours per year. If the holiday falls within the custodian's scheduled contracted days, custodians who work four (4) or more hours per day will receive pay for the following holidays:

- New Year's Day (2)
- Good Friday (1)
- Memorial Day (1)
- Juneteenth (1)
- Fourth of July (1)
- Labor Day (1)
- Thanksgiving Day (2)
- Christmas Day (2)

When these days fall on Saturday or Sunday, other days shall be granted as determined by the Superintendent of Schools.

Those employees working a Tuesday through Saturday shift shall be eligible for holidays using the same requirements listed above. If the holiday falls on a Sunday or Monday, other days shall be granted as determined by the Superintendent of Schools.

## ARTICLE IX – VACATIONS

SECTION 1. Qualification for Vacation: Must work at least 1,040 hours per year to qualify for vacation.

Subd. 1. Beginning Date: All vacation time shall be calculated as of July 1.

SECTION 2. Number of Days:

Subd. 1. The following schedule will be observed by full-time custodians:

2 weeks after one (1) year

3 weeks after three (3) years

4 weeks after seven (7) years

Subd. 2. Other Provisions:

- a. Custodians will be given preference as to vacation dates in accordance with their seniority status when requests are made simultaneously.
- b. When a legal holiday (named above) falls within a vacation period, an additional days' vacation will be allowed.
- c. If a custodian retires, resigns or is dismissed during the contracted work year, earned vacation days will be paid as a proration to anniversary date of July 1.
- d. No new custodian will be granted vacation until he/she has completed their probationary period.
- e. Accumulative Vacation: Vacation shall not be accumulative except that each custodian may carry a maximum of five (5) days past the fourteenth month (September 1) following July 1. The maximum vacation which can be accumulated during any one time will be equal to the current vacation plus the five (5) days carryover.

## ARTICLE X - LEAVE OF ABSENCE

SECTION 1. Qualification for Leaves of Absence: All leaves of absence will be based on July 1. The district recognizes that situations may occur that are out of the ordinary. Custodians may ask in writing to the superintendent for additional leave due to these circumstances. These situations will be handled by the school board. Additional leave days will not be subject to the grievance process. A custodian must complete their probationary period before they are eligible to access their leave of absence benefits, except for earned employee sick and safe time.

SECTION 2. Sick Leave: This is defined as leave granted a custodian per M.S. 181.9413.

Subd. 1. Number of days: These days will be earned at a rate of 1 day per 18 days of employment accumulating to a total of fourteen (14) days for a full year of employment. These days may be accumulated, if not used, to a total of one hundred twenty-five (125) days. Less than 2080 hours will be pro-rated.

Subd. 2. Proof of Sick Leave: The school district may require a custodian to furnish a medical certificate from the school nurse or from a qualified physician as evidence of illness indicating that absence was due to illness in order to qualify for sick leave pay. The sick leave allowed will be

deducted from the accrued sick leave earned by the custodian. Sick leave pay shall be approved only upon submission of a request through the on-line leave system, ~~Aesop/Frontline~~. A medical certificate may be required for illnesses that last several consecutive days (3 days or more will be used as a guideline). Requests for medical certificates for other absences will include a conference with the custodian prior to the absence.

Subd. 3. Worker's Compensation: Pursuant to M.S. 176, a custodian injured on the job in the service of the school district and collecting worker's compensation insurance may draw sick leave and receive full salary from the school district, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Subd. 4. Yearly Physicals: A custodian will be allowed a maximum of one (1) sick leave day (8 hours) per year to be used for an annual physical examination providing satisfactory proof is provided thereof. The time for which a custodian will be absent will be rounded to the next full hour. (i.e. 1.25 hours is equivalent to 2 hours.)

SECTION 3. Bereavement Leave: An eligible custodian shall be granted up to seven (7) days per contract year, without loss of pay, to be requested in half day increments for the purpose of bereavement leave. This leave is available to eligible employees for absences related to the death of a relative or friend, as well as to plan and attend the funeral. The days shall not be deducted from sick leave.

SECTION 4. Personal Leave: Defined as leave taken for personal purposes. Custodian must obtain permission, in writing, at least three (3) days prior to the leave day. All personal leave must receive final approval from the Superintendent of Schools. The request does not need to state the reason for requesting personal leave.

Subd. 1. The number of days shall be four (4) days per year with accumulation up to five (5) days.

Subd. 2. The district will not approve personal leave during critical times in the school year or when approval would lead to staff shortages.

SECTION 5. Health Leave: A leave of absence without pay by reason of unsatisfactory personal health for a period not to exceed one year may be granted by the Board of Education upon presentation of evidence of need and upon exhaustion of the custodian's sick leave. The school district will require a satisfactory physical examination before the custodian can return to regular employment.

SECTION 6. Parental Leave:

Subd. 1. A custodian shall be granted a parental leave of absence of no more than twelve (12) months, provided the parent follows the procedure outlined in this section.

Subd. 2. A custodian shall notify the superintendent of schools in writing no later than the three (3) months prior to the estimated leave date which shall state an estimated date of return to work. A physician's statement shall accompany the request which verifies the estimated date of delivery.

Subd. 3. The custodian shall submit a written request to the superintendent for a child care leave including commencement date and return date.

Subd. 4. The effective beginning date of such leave and its duration shall be submitted by the superintendent to the school board for its action.

Subd. 5. A custodian returning from a child care leave shall be re-instated to the former position provided that the custodian returns on the date approved by the school board.

Subd. 6. The parties agree that periods of time for which the custodian is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 7. A custodian who returns from child care leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The custodian shall not accrue any additional experience credit for leave time during the period of child care leave.

Subd. 8. A custodian on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as she wishes to retain commencing with the beginning of the child care leave. FMLA provisions may apply. The right to continue participation in such group insurance programs, however, will terminate if the custodian does not return to the district pursuant to this section.

Subd. 9. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.

#### SECTION 7. Maternity Disability Leave:

Subd. 1. A custodian shall be entitled to available sick leave up to thirty (30) working days pursuant to leaves of absence during the period of actual disability related to pregnancy or child birth.

Subd. 2. The superintendent may require that the custodian undergo a physical examination by a licensed physician of the custodian's choice. Such physician's opinion shall be determinative as to the period of disability.

Subd. 3. Failure of the custodian to return pursuant to the date determined at the end of her disability shall constitute grounds for discharge.

Subd. 4. A pregnant custodian shall notify the superintendent in writing no later than the end of the 5th month of pregnancy and, also at such time, provide a physician's statement indicating the estimated date of delivery of the child.

SECTION 8. Medical Leave:

Subd. 1. A custodian, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. The leave may be renewed at the discretion of the school board.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the custodian is expected to be able to assume normal responsibilities.

SECTION 9. Jury Duty: A custodian who is called for jury duty shall be compensated for the difference between the custodian's regular salary and the pay received for such application for the period he/she is away from his/her employment assignment. If the custodian is dismissed from jury duty with two or more hours remaining in the work day, the custodian is expected to return to work. Custodians who work the afternoon or evening shift as part of their normal assignment will be transferred to the day shift while they are on jury duty.

SECTION 10. Election Judge: A custodian who works as an election judge shall be compensated the difference between the custodian's regular salary and the pay received for such application for the period he/she is away from his/her employment. The custodian must give the employer at least 20 days' written notice of being absent to serve as an election judge as per statute.

ARTICLE XI – GENERAL

SECTION 1. Physical Examination:

Subd. 1. All Custodians: A complete annual physical examination may be required of all custodians on/or before July 1 of each year for the purpose of verifying that a custodian is physically able to perform the duties of the job assignment. If custodians are unable to perform the job expectations, an alternate plan will be developed with mutual consent of the custodian.

Subd. 2. Payment of Examination: Custodians shall submit bills for physical examinations through their insurance carrier, but the District shall reimburse custodians for any and all costs not covered by insurance.

SECTION 2. Hiring of Substitutes: The Director of Buildings and Grounds will provide building heads with a list of available substitutes. Whenever possible, the building head will arrange for a substitute custodian at their site. If they are not successful in securing a substitute they will notify the Director of Building and Grounds for support in planning coverage of a building.

SECTION 3. Activity Passes: Custodial employees will be provided with an activity pass. Custodial employees will have an opportunity to earn a District activities pass for their spouse each fiscal year by performing two (2) unpaid work assignments for the District. A family pass will be earned by performing four (4) unpaid work assignments for the District.

## ARTICLE XII - GROUP INSURANCE

SECTION 1. Insurance Application: A custodian on unpaid leave is eligible to continue to participate in group insurance programs. The custodian shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the school district the monthly premium in advance. FMLA provisions may apply.

SECTION 2. Credit: A custodian who returns from a paid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that a custodian was on an unpaid leave.

SECTION 3. Health and Hospitalization Insurance:

A custodian will receive up to \$5.53 per hour allowance for family health insurance and \$2.76 per hour allowance for single health insurance in 2025-26 and 2026-27. Proration will occur for those that work less than 2,080 hours per year.

A custodian may have the option of being covered under the school district's health and hospitalization plan. Insurance will go into effect within one month of the date of employment.

SECTION 5. Health Insurance Policies

Subd 1. The School District shall make available non-high deductible health plans to all qualified custodians and eligible retirees who elect to participate in said plan. All district contribution will be applied to the custodian's premium. The combined district contribution is pursuant to Section 3.

Subd 2. The School District shall make available a high deductible health plan to all qualified custodians and eligible retirees who elect to participate in said plan. This is an HSA (Health Savings Account) The custodian can contribute to their HSA up to the IRS maximum amounts allowed. The entire employer contribution, pursuant to Section 3, will be applied to the custodian's insurance premium.

Subd. 3. Selection of School District's Group Health and Hospitalization Plan: In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

SECTION 6. Dental Insurance: - (Custodian Participation): This coverage is to include the custodians who work 1,040 hours per fiscal year.

Subd. 1. Composite Coverage: The school district shall contribute the maximum sum of \$70 per month premium in 2025-2026 and 2026-2027 for family coverage for all custodians employed by the school district who qualify for and are enrolled in the school district group dental plan. Pro-

ration will apply for custodians working less than 2,080 hours per fiscal year.

SECTION 7. Life Insurance: This coverage is to include the custodians who work 20 hours or more per week. The school district will provide a \$50,000 term life insurance policy, pursuant to age limitations stated in said policy. Custodians will have the option to purchase additional life insurance at custodian's expense.

SECTION 8. Long-Term Disability Insurance:

Subd. 1. Coverage: The school district shall contribute the complete cost toward an approved Long-Term Disability plan. Custodians must work at least 20 hours per week to qualify for coverage.

SECTION 9. Retirees Benefits:

Subd. 1. Retiree Benefit Eligibility: Custodians must have at least 15 years in the District and age 55 to be eligible.

Subd. 2. Insurance:

If the custodian does not qualify for Rule of 90:

1. The school district will contribute \$1,000 toward the health and hospitalization premium each year, to the age of 60, for any custodian who retires after the age of 55 and before the age of 60,
2. Upon reaching the age of 60, the school district will provide an amount equal to the amount stated in Article XII toward the health and hospitalization premium. These payments shall continue until the first of the month following the custodian's 65<sup>th</sup> birthday.

If the custodian does qualify for the Rule of 90:

1. The school district will provide an amount equal to the amount stated in Article XII toward the health and hospitalization premium for a custodian who is eligible for the Rule of 90. These payments shall continue until the first of the month following the custodian's 65<sup>th</sup> birthday.

Subd. 3. Medicare: All retired custodians who reach the age of 65 must enroll in Medicare Part B in order to continue the health insurance plan at their own expense.

Subd. 4. Sick Leave Buy Back: A custodian who plans on retiring will receive sick leave buy back pay based upon \$10.00 per day for each day of unused sick leave if the custodian notifies their supervisor of their intent to retire in writing by March 1 (if retiring at the end of a school year), or at least 90 calendar days in advance when planning to retire mid-year. Payment will be made into a tax sheltered annuity. The tax sheltered annuity must be set up on or before the individual's retirement date. The deposit will be made with the June 30 payroll process, or final payroll process if the retirement is mid-year.

Upon approval from the Superintendent, the 90 calendar-day advance notice may be waived due to mitigating circumstances. The final determination will not be precedent setting, or subject to the grievance process.

Subd. 5. Activity Pass: An activity pass shall be provided to the custodian and their spouse upon retirement.

#### ARTICLE XIII-MISCELLANEOUS

SECTION 1. Physical Condition: Custodians whose physical condition makes it impossible for them to carry a full load may be continued in service at the option of the employer at a mutually agreed upon rate of compensation. Determination of fitness shall be the sole responsibility of the employer.

#### ARTICLE XIV -PROBATIONARY PERIOD

SECTION 1. Probationary Period: A custodian under the provisions of this Agreement shall serve a probationary period of ninety working days of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such custodian: and during this probationary period, insofar as suspension, discharge or other discipline is concerned. The probationary period may be extended by mutual agreement of the school district, the union, and the probationary custodian.

SECTION 2. Completion of Probationary Period: A custodian who has completed the probationary period may be suspended without pay or discharged only for cause. A custodian who has completed the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

SECTION 3. Job Performance Evaluation: All custodians will be evaluated with respect to job performance at least once per year. The building principal, in collaboration with the Director of Buildings and Grounds, will be the responsible party to provide the orderly evaluation.

#### ARTICLE XV- CUSTODIAN AND UNION RIGHTS

SECTION 1. Union Steward: The Union, upon written notification to the Employer, may designate up to two custodians within the bargaining unit to serve as stewards. Each steward shall be allowed reasonable time, with pay, to investigate and resolve grievances or arbitrations, participate in contract negotiations, attend Union training, post Union notices and announcements, and transmit communications authorized by the Union to the Employer. Each Steward position will be allowed compensation for up to 24 workday hours per year.

SECTION 2. Negotiations: Two members of the bargaining unit shall be allowed to participate in contract negotiations.

SECTION 3. Union Rights: The Union shall be allowed to hold meetings of its membership on Waseca School premises at a place approved in advance. Members scheduled to work at the time a Union meeting is held shall be allowed reasonable time to attend the meeting without loss of straight time pay, so long as the member makes the time up at the end of their shift. No meetings shall be held during normal school hours and meetings shall not unreasonably interfere with the operation of the school.

## ARTICLE XVI - DUES CHECK OFF

SECTION 1. Custodian Lists: The Employer shall advise the Union Steward in writing of the names, addresses, telephone number, social security numbers, classifications, starting dates, birth dates and insurance coverage (single or dependent) of all custodians added to this bargaining unit. The Union office shall be notified in writing upon the effective date of termination. The list of names will be transmitted no later than 30 days following the payroll period in which the change occurs.

## ARTICLE XVII – SENIORITY

SECTION 1. Definition: Seniority shall be defined as the length of continuous employment with the School Board in a job classification covered by this agreement.

SECTION 2. Seniority Date: Custodians shall acquire seniority upon completion of the probationary period as defined in this Agreement, and, upon acquiring seniority, the seniority date shall relate back to the first date of service. If more than one custodian commences work on the same date, seniority ranking for such custodians shall be determined by the following criteria in the following order:

1. Commencement date
2. Date of School Board approval
3. Date and time contract was signed
4. Date custodian applied for the position
5. Flip of a coin.

SECTION 3. Loss of Seniority: Custodians shall lose their seniority standing in the event of retirement, resignation, failure to return from lay-off, discharge, or a lay-off for more than eighteen (18) months from the date of layoff. Seniority will be lost if the custodian leaves the bargaining unit but continues to work for the district.

SECTION 4: Layoff: In the event it is necessary to reduce the work force, custodians shall be laid off by affected job classification in the inverse order of their seniority, unless a more senior custodian voluntarily agrees in writing to take the layoff. A laid off custodian shall have the right to displace (bump) the least senior custodian in an equal or lower job classification for which he/she is qualified. Custodians who invoke the replacement rights provided herein which results in a job classification assigned to a new pay class shall be compensated in accordance with the new pay class.

The position of the IS Head Engineer banded at B31+ does not constitute a separate classification for the purposes of lay off and bumping under the Custodial Contract.

SECTION 5: Recall: Custodians on lay-off status shall have the right to be recalled from layoff to positions in their former classification in the inverse order of lay-off. Custodians will be recalled to other classifications if the school district makes a determination that the custodian has the applicable qualifications, job skills, and acceptable past job performance. The employer agrees in exercising this right it will be done fairly and equitably. The right to recall shall expire after eighteen (18) months. Custodians on a lay-off status shall have the personal responsibility to keep the School District informed of their address for the purpose of a recall notice. Notice of recall shall be by direct contact or certified mail, return receipt requested, and in writing from the district office. The notice shall include the date of return to employment and the job classification of the vacancy. Custodians who do

not report for employment within ten (10) calendar days as notified or who are on a layoff status for more than eighteen (18) months shall be terminated.

SECTION 6: Seniority List: The School District shall prepare a seniority list each November, a copy of which will be forwarded to the Union. Custodians shall have thirty (30) calendar days to begin an appeal on their seniority status through the grievance procedure. If no appeals are filed, the list shall be deemed correct as posted.

SECTION 7: Job Opening

Subd. 1. Posting: The School District will, within five (5) working days of the creation of a new full-time or part-time custodial position covered under this contract, post notices of such new classification or vacancies. The job posting will be for a period of five (5) working days in district before it is opened to outside the district.

Subd. 2. Filling Openings: The employer shall not fill a position from outside the district until present qualified custodians are given the opportunity in order of seniority to be considered for the position. The school district will consider job skills and work performance when filling vacant positions. The employer will make the final decision and will consider applicable qualifications, job skills, and acceptable past job performance in filling the vacancy. It is agreed the district will be fair and equitable in administering this agreement. Any internal applicant who is not awarded a position will upon request be provided a written explanation.

ARTICLE XVIII – GRIEVANCE

SECTION 1. Review of Grievance: A custodian who feels that she or he has a grievance shall be invited to discuss the matter with her or his supervisor. Custodians should follow the chain of command before the issue is brought to the school board. The Board of Education recognizes the importance of open and frank discussion on any matter that is of concern to a custodian. All grievances not settled to the satisfaction of the custodian may be taken to the Board of Education and shall be in writing and shall be made through the representative of Local Union No. 70 of I.U.O.E. In the event that the custodian and the Board of Education are unable to resolve any grievances, the union or the Board of Education may petition the Director of the Bureau of Mediation/State of Minnesota for the sole purpose of effecting a settlement of the dispute.

SECTION 2. Arbitration: Any grievance not resolved by the Bureau of Mediation Services within thirty (30) calendar days may be submitted to binding arbitration by either the Union or the School District. The party requesting arbitration shall notify the Bureau of Mediation Services with a copy to the other party. The request shall be for a list of five (5) area arbitrators.

SECTION 3. Selection of Arbitrator: The party requesting the list shall strike the first name. The parties shall alternately strike names until only one name remains. That person shall be the arbitrator. The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitrator will be shared equally.

ARTICLE XIX – DURATION

The 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. Unless mutually agreed, the parties shall not commence negotiations more than 60 days prior to the expiration of this Agreement.

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

FOR - I.U.O.E. Local 70, 2722 County Road D. East, White Bear Lake, MN 55110

FOR- Waseca Public Schools (I.S.D. #829), 501 East Elm Avenue, Waseca, MN 56093

Steward *Mike Buber*

Chairman  
Board of Education: *Dave Dowd*

Steward *Blaine Root*

Clerk  
Board of Education *Alyssa Powell*

Date *8-7-25*

\_\_\_\_\_  
Business Manager-Scott Marsyla

Recording Corresponding Secretary-Kirstie Doar

Negotiator

\_\_\_\_\_  
President-Michael Dowdle

Date: