LABOR AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 347
Willmar MN

And

LOCAL UNION NO. 559
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

CUSTODIAL

2024-2025 & 2025-2026

TABLE OF CONTENTS

	Purpose	1
Article I	**Recognition**	1
Article II	**School District Rights**	1
Article III	**Terms and Conditions of Employment**	1
Article IV	**Dues**	2
Article V	**Dues Charge for Non-Members**	2
Article VI	**Hours**	2
Article VII	**Holidays**	4
Article VIII	**Vacation**	5
Article IX	**Temporary Leaves**	
	Sick Leave	5
	Bereavement Leave	6
	Jury Duty	7
	Military Leave	7
	Union Leave	7
	Emergency Leave	7
Article X	**Grievance Procedures**	7
Article XI	**School District Security**	9
Article XII	**Prior Agreements**	9
Article XIII	**Seniority & Layoffs**	9
Article XIV	**Longevity**	10
Article XV	**Severance**	11
Article XVI	**403(b) Matching Contributions**	11
Article XVII	**General Provisions**	12
Article XVIII	**Group Insurances**	
	Selection of Carrier	13
	Health & Hospitalization	13
	VEBA with Health Reimbursement	13
	Long-Term Disability	14
	Life Insurance	14
Article XIX	**Duration**	14
Salary Schedule		15
Signature Page		16

LABOR AGREEMENT

Independent School District No 347
Willmar, MN

And

Local 559, AFSCME, AFL-CIO Council 65

PURPOSE

This Agreement is entered into, by and between the Willmar Public Schools, ISD 347, hereinafter called the Employer, and Local No 559, affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the Union, for the purpose of promoting and improving the relations between the Employer and the Union, establishing a formal understanding relative to conditions of employment, and providing a means for amicable and equitable adjustment of any and all differences or grievances which may arise, all of which the parties hereto believe and affirms will inure to the welfare and the benefit of the public.

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Union as the formal and exclusive bargaining agent for all regular Custodial employees whose service exceeds the lesser of 14 hours per week or 35% of the work week and/or 67 days per year, as outlined in PELRA, Minn. Stst.179A.03 Subd. 14, as amended.

The Employer will not enter into any agreement with the employees in the bargaining unit, either individually or collectively, which in any way conflicts with the terms and condition of this Agreement. When there is a position other than regular full-time, the Employer shall notify the Union and present a proposal on wages and hours of position, prior to posting. The school district recognizes MN Statute 179A.07.

In the event that any provision, phrase, or clause of this Agreement shall be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of all the parties that all other provisions remain in full force and effect.

ARTICLE II – SCHOOL DISTRICT RIGHTS

The School District retains the full unrestricted right to operate and manage all staff, facilities, and equipment: to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE III – TERMS & CONDITIONS

Terms and Conditions of Employment shall mean the hours of employment and the compensation for these hours of employment, including fringe benefits, and the Employer's personnel policies affecting the working conditions of employees, but does not mean educational policies of the School District or retirement contributions or benefits.

ARTICLE IV - DUES

In recognition of the Union as the Exclusive Representative, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The employer shall remit such deductions to AFSCME Council 65, 3335 West St. Germain Street, Suite 107, St. Cloud, MN 56301.

ARTICLE V - FAIR SHARE

In the event federal law changes, or the Janus Supreme Court decision is reversed, any present or future employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement, in an amount certified by the Union.

The Union agrees to indemnify and to hold the school district harmless against any and all claims that may arise regarding the application of this article.

ARTICLE VI – HOURS

Full Time Employee: To be considered a full-time employee, the employee shall be employed for a minimum of forty (40) hours per week and no less than 173 days during a fiscal year, exclusive of lunch.

Part Time Employee: An employee who is employed less than forty hours per week and/or less than 173 days during a fiscal year.

Normal Workweek. The normal workweek shall consist of forty (40) hours per week. The normal workday shall consist of eight (8) consecutive hours plus lunchtime, in accordance with established lunch schedules. This should not be misconstrued to mean that the District cannot hire part time or flexible hour staff. Upon mutual agreement between a building foreman and the Manager of Buildings & Grounds in conjunction with the Building Administrator, the normal work week and work day for each building may be changed during the summer and other breaks in the school year.

1. Employees shall not be requested to take time off for overtime worked or to be worked.

Longer Work Year. Adjustments will be made if the work year is more than 260 days. If a fiscal year has more than 260 work days, and adjustment will be made by way of time off or additional compensation.

Schedules. Except for emergency situations, permanent work schedules shall not be changed unless the changes are mutually agreed upon by the Employer and the Union. Once a position is established it cannot have its start time modified by more than 30 minutes (earlier or later) without it being posted as a new position. Temporary schedule changes of approximately 90 days or less must be agreed upon between the impacted employee and the employer. Bulletin boards will be furnished and maintained in each work area. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Breaks & Lunch Periods. All employees working 4 hours or more per day shall provide for fifteen (15) minute rest periods during each one-half shift. The rest periods shall be scheduled in conjunction with the employee and the supervisor or at the middle of each one-half shift whenever feasible. A six hour shift will consist of two fifteen minute paid breaks and a thirty minute unpaid lunch, for a total of six and one-half hours on site. All employees working 5 hours or more per day with single site schedules shall be provided an unpaid, duty free lunch period of thirty (30) minutes, around the middle of the day. Positions involving multiple sites may utilize a duty free lunch period of no

more than 60 minutes as determined by the Building Administrators in conjunction with the Director of Human Resources.

1. Custodians required to remain in their building during the noon lunch period shall be scheduled to work a straight eight (8) hour shift, including the lunch period during all school days. Non-school days, they will work an eight and one-half (8 1/2) hours a day, including a one-half (1/2) hour lunch period.

Pay Rates. Only active hours worked will count toward the calculation of overtime. The maximum pay rate for any combination of reasons stated below shall be double time (2x) rate with the exception of the following: call-backs or rentals on a Holiday. Pay shall be calculated at the double time rate on top of the regular Holiday pay (essentially creating triple compensation – 3x the hourly rate for time worked).

1. **Overtime.** All hours worked in excess of forty (40) hours per week, shall be compensated for at the rate of time and one-half. In the event the normal work day is changed during the summer months and other breaks in the school year due to a mutual agreement between a building foreman and the Manager of Buildings and Grounds in conjunction with the Building Administrator, employees shall only be compensated at the rate of time and one-half for all hours worked in excess of forty (40) hours per week.
    a. All overtime must be authorized except for emergencies.

2. **Sunday/Holidays.** All time worked on Sunday or listed and/or designated holidays shall be paid at the rate of double time. Sundays and holidays are defined as from 12:00 midnight till 12:00 midnight of that day. All time worked on Sundays or Holidays must be approved in advance by an administrator or designee.

3. **Call Backs.** Employees requested to return to work by a building or district administrator, security monitoring company, or a weekend building checker after completing their regular work shift and vacating the premises, excluding Sundays and holidays, shall be paid at the time and one-half rates of pay, with a minimum of two (2) hours. This is defined as a call-back. A call-back on a Sunday or a holiday shall be paid at double time (2x) rates, with a minimum of two (2) hours. If the call-back work assignment and the employee's regularly scheduled shift overlap, the employee shall be paid the call-back time rate of one and one-half until he/she completes two (2) hours work. The employee shall be paid for the balance of his/her regular work shift at the regular rate.

4. **Rentals.** A rental is a scheduled event using District spaces for events outside of the regular business of the District. Regular business of the District includes such things as school athletics, student activities, conferences, staff meetings and board meetings, etc. Normally, a rental event is scheduled through Community Education, but may be scheduled through building Principals or District leadership. When in question, the Director of Business and Finance will have the final determination on whether an event is considered a rental.

5. **Pre-Scheduled District Events.** Is a scheduled event using District spaces for events within the regular business of the District. Regular business of the District includes such things as school athletics, student activities, conferences, staff meetings and board meetings, etc. Pre-scheduled events will be paid at a regular time rate and count toward overtime.

6. **Building Checks.** A building check is a scheduled check on a weekend or holiday. These are pre-scheduled checks in advance of a holiday or a regular building check employee being absent. Employees will be paid a minimum of two (2) hours for a building check on a weekend or holiday. Building checks on a holiday will be paid at a double time rate. Building checks on a weekend will be paid at an employee's regular rate and count toward overtime.

7. **Snow Removal.** Employees leading snow removal at their building sites may have the discretion, in conjunction with the Manager of Buildings and Grounds, to determine their start times, and start times of their support staff, on a given day in order to accommodate the necessary snow removal. Snow removal outside of the normal work schedule will be paid at a time and a half rate and count toward overtime.

School Delays & Closings.

1. *Subdivision 1. Late Starts.* Day shift employees are to report to work 2 hours after their regular start time and will be

paid their regular rate for the missed work time. Evening shift employees are to report to work at their regularly schedule time. Employees who are punched in at the time school is called to start late may clock out and return at the late start report time or may continue to work without the interruption of other staff and students at their regular rate of pay. Essential Employees (employees needed to remove snow in order to open the building) must report at their regular start time, or earlier if approved, and will be paid time and a half for their work up to the 2 hour late start time for their shift.

2. *Subdivision 2. Early Outs.* Employees are required to remain on duty to the end of their regularly schedule shift or until approved to leave by the Superintendent. Evening shift employees do not report to work but will be paid for the missed work time.

3. *Subdivision 3. School Closure*. If school is not in session on a given day at the discretion of the Superintendent or School Board, employees must not report to work. If the employee feels it is critical to report to work on this day, it must be requested and approved by the Manager of Buildings and Grounds, and the employee shall be paid at a double time rate of pay. If employees have reported to work and school is called off, the employee will receive the double time rate of pay starting at the time school was called off and after receiving approval to remain at work. The employee will still receive their regular pay for the length of their regular shift on a school closing day. Therefore, employees who are approved to work on a school closing day will receive triple pay for actual time worked.

4. *Subdivision 4. E-Learning Days.* Employees will have the option of working remotely on e-Learning Days and complete approved training or other professional development, or employees may report to work if it is safe for them to do so. Employees will be paid their regular rate of pay on e-Learning Days. If the employee chooses to report to the work site, they may use the uninterrupted time on site to complete work tasks they may not otherwise be able to do with staff and students in the building. Employees are responsible for their own internet access on e-Learning Days. Employees may supplement the remote work day with available paid leave time.

5. *Subdivision 5. "Forgiven" Work Days.* In the event contract days are "forgiven" for any school district employees by action and approval of the School Board, Custodial personnel will be treated in a similar manner and an extra day of vacation or personal leave will be added provided the employee works a full shift on the "forgiven" work day. Should an employee not work the full shift, the amount of time added to personal or vacation time will be same as the time worked up to a maximum of a full shift (8 hours for a full time employee).

ARTICLE VII - HOLIDAYS

1. The following shall be recognized and observed as paid holidays for all full time, year round, custodial employees: New Year's Eve

New Year's Day
Presidents' Day (if school is not in session) *
Good Friday (if school is not in session) *
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve *
Christmas Day

*If school is in session on Presidents' Day, Good Friday,or Christmas Eve, employees will be paid holiday pay for the holiday at their regular rate of pay. Holiday pay does not count toward overtime.

2. If any of these holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

3. If a paid holiday falls during an employee's vacation, an additional day of vacation will be granted.

4. If an observed holiday in #1 falls on a scheduled student day, the District shall recognize the next non-student school day as the observed holiday.

ARTICLE VIII - VACATION

1. This article shall apply to employees who are employed on a twelve-month basis. Employees who work on a part-time basis for the full year shall receive a pro-rated benefit.

2. Vacation with pay shall be earned annually, based on the following schedule with a maximum of 22 days:

Years of Service	Number of Days Earned
Year 1	10 days
2-3	14 days
4-6	16 days
7-9	19 days
10+	1 additional day per year to a max of 22 days

3. Vacation requests shall be submitted in advance, and is subject to approval from the direct supervisor. When there is a conflict in requests, requests submitted first will be approved first. Requests submitted on the same day for the same time off, district seniority will prevail.

4. Employees shall submit their request for two (2) weeks or less, at least five (5) days in advance, unless it is an emergency. Requests for vacation with less than five (5) days' notice must be approved by the Manager of Buildings and Grounds.

5. Requests for vacation of more than two (2) weeks shall be submitted thirty (30) days in advance. The Manager of Buildings and Grounds in conjunction with the Building Administrator and/or the Head Custodian will grant those requests in so far as possible.

6. Employees may request up to one week of vacation during the school year, providing vacation time has been earned and a suitable replacement can be found. The Manager of Buildings and Grounds in conjunction with the Building Administration and the Director Human Resources may grant additional vacation during the school year in unique and/or unusual circumstances.

7. Vacation accrued as of July 1 of each year must be taken no later than June 30 of the same work year, unless otherwise approved in writing by the School District. Employees may carry over up to 40 hours of vacation time each year.

8. Vacation shall be pro-rated if termination occurs before the end of the fiscal year. Upon termination of employment, accrued vacation time shall be paid to the employee.

9. An employee shall not forfeit vacation under the rules of this section if a vacation request, consistent with this section, is denied by the School District.

ARTICLE IX - TEMPORARY LEAVES

SICK LEAVE

1. Each employee shall earn one (1) day of sick leave per month, with accumulation to 120 days. After accumulation of 120 days, sick leave earned and unused shall accrue with accumulation to 30 extra days, in a special sick leave reserve, to be used by the employee for catastrophic illness upon request to the Director of Human Resources. Sick leave accumulated in the reserve shall be used only after 120 normal sick leave days have been used. Part-time employee's sick leave shall be on a pro-rate basis.

2. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness which prevented his/her attendance at school and performance of duties on that day or days. Sick leave requests must be made at least two (2) hours in advance of the scheduled start time within reason, and unless it is an emergency. Except as provided below, sick leave is for the individual employee only (or minor child covered by statute). An employee may utilize sick leave for illness or injury in the immediate family. Leave will be granted due to the serious illness of a dependent child, adult child, spouse, sibling, parent, grandparent or step-parent per State statute and/or federal law. One-half the daily rate of pay shall be deducted from the wage of the employee and one-half day may be utilized from accrued sick leave for each day of sick leave utilized for the care of a member of the immediate family.

3. An employee who finds it necessary to be absent from his/her job for a short period, to be no more than one (1) hour, during the day may do so without salary deduction, if satisfactory arrangements have been made beforehand with the employee's immediate supervisor and if there is not expense to the employer. This should not be used in instances where other paid leaves are intended.

4. Employees entitled to the benefits of the Worker's Compensation Act as a result of an accidental injury, may choose the following option regarding the utilization of his/her accrued sick leave: "During the first three (3) days, of the total temporary disability, I elect to use my accumulated sick leave that I have to my credit and after the expiration of said three (3) days, I elect to receive the weekly compensation rate as fixed by the Worker's Compensation Act, and in addition thereto, so much of my accumulated sick leave as may be necessary to equal my regular rate of pay, it being my intention to avail myself after the finish of three (3) days of benefits provided in Minnesota Statutes, 1961, Section 179.021, Subdivision 5".

PERSONAL LEAVE

1. Each school day only custodial employee of the School District shall be granted two days of personal leave per school year. Regularly scheduled part-time school day only employees shall be granted personal leave on a pro-rata basis subject to the advanced written approval by the Director of Human Resources. Personal leave is a privilege accorded to those with problems that necessitate their absence from school.

2. Employees shall be allowed to carry over one day of unused personal leave into the succeeding school year. Such carried-over, unused personal leave shall not exceed one day.

3. Beginning with the 15th year of employment, an employee shall be granted three (3) days of personal leave with a carryover of unused personal leave to five (5) days.

4. Requests for personal leave must be made using the current district process to the employee's immediate supervisor one week in advance except in the event of emergencies.

5. Personal leave is non-accumulative and is not subtracted from sick leave.

6. Personal leave shall not be granted for the day preceding or the day following holidays or vacations, or for the first and last days of the school year. Exceptions may be granted for unusual and unavoidable circumstances.

BEREAVEMENT LEAVE

Bereavement leave shall be granted to an employee in the event of a death using the list below with the corresponding number of leave days. Part time employees are eligible for this benefit on a pro rata basis. (Note: step relationships are irrevocable)

Subdivision 1. Up to five (5) days (can be non-consecutive) will be granted for those listed in this subdivision.

- spouse
- parent (step), former guardian
- child (step), present or former legal dependent
- mother-in -law (step), father-in-law (step)
- sibling (step)
- son-in-law (step), daughter-in-law (step)

Subdivision 2. Up to two (2) days (can be non-consecutive) will be granted for those listed in this subdivision. In the event an employee is in charge of funeral arrangements a maximum of five (5) days (37.5 hours) of leave shall be granted.

- grandchild (step)
- grandparent (step) of employee and spouse
- brother-in-law (step), sister-in-law (step)

Subdivision 3. One (1) day of bereavement will be deducted from sick leave for those listed in this subdivision. In the event an employee is in charge of funeral arrangements a maximum of five (5) days (37.5 hours) of bereavement leave (not deducted from sick leave) shall be granted.

- nephew, niece, uncle, aunt
- spouse of brother-in-law (step), spouse of sister-in-law (step)
- ex-spouse

Subdivision 4. In the event an employee is in charge of funeral arrangements for death of a person not listed above, a maximum of three (3) days (22.5 hours) of bereavement leave shall be granted.

JURY DUTY

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

MILITARY LEAVE

A. Any employee required, by appropriate authorities, to attend a training session, or perform other duties under the supervision of the United States of American shall be granted a leave of absence, with pay, not to exceed fifteen (15) days.

B. Any employee who enters into active service in the Armed Forces of the United States shall be granted a leave of absence, without pay, for the period of the military service.

UNION LEAVE

Any employee elected, or selected, by the Union to attend Union conventions, conferences and/or seminars, shall be granted a leave of absence without pay. Any time spent attending union meetings is unpaid time. Employees approved to attend meetings during their work shift must clock out to attend the union meeting.

EMERGENCY LEAVE

Employees will be allowed one (1) day of absence with full pay in each case of hospitalization of a member of the household (household is the place where the employee lives) upon depletion of accumulated sick leave.

ARTICLE X - GRIEVANCE PROCEDURES

Section 1: A grievance is defined as a dispute or disagreement as to the interpretation and application of a specific provision in this Agreement.

Section 2: The Union steward, with or without the employee, shall take up the dispute with the employee's immediate supervisor within five (5) days of the occurrence of the event giving rise to the grievance. The supervisory shall attempt to adjust the matter and respond to the steward within three (3) days.

Section 3: If the dispute has not been settled, the Union may present the grievance, in writing, to the Director of Human Resources within seven (7) days after the immediate supervisor's or Principal's answer is due. The Director of Human Resources will respond to the Union Steward in writing within seven (7) days.

Section 4: If the grievance is not resolved, the Union may appeal the grievance to the School Board or its designee within seven (7) days after the Director of Human Resources' answer is due. The School Board or its designee will respond in writing to the Union within seven (7) days after hearing the grievance.

Section 5: If the grievance is not resolved following an appear to the School Board or its designee, the Union may petition the Bureau of Mediation Services to mediate the grievance within seven (7) days after the response is due by the School Board or its designee.

Section 6: If the grievance is not resolved within (10) days following the mediation session regarding the grievance, the Union may appeal the grievance to arbitration, subject to the provisions of the Public Employment Labor Relations Act. The employer and the Union shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the Union are unable to agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation List of Arbitrators.

Section 7: The arbitrator shall have no right to amend, modify, nullify, ignore, add to or substitute from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The parties shall submit the arbitrator's decision in writing within thirty (30) days following the close of the hearing or the submission of briefs; whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented.

Section 8: The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each part shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 9: If a grievance is not represented within the time limit set forth above, it shall be considered "waived". The grievances not appealed to the next step within the specified time limit or any agreed extension thereof in writing, shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to appeal the grievance to the next step. The time limit on each step may be extended by mutual agreement of the Employer and the Union in writing.

Section 10: If, as a result of the written Employer response from the School District or it's designee, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to arbitration as set forth above, or a procedure such as veteran's preference or fair employment. If appealed to any procedure other than arbitration, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized, and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making a subsequent appeal through arbitration as set forth in the Article.

Section 11: Grievance Committee Members, or Stewards, may process grievances and disputes during working hours when consistent with such employee's duties and responsibilities. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of said employee exercising his/her right under this Agreement, or for any employee activity in an official capacity on behalf of the Union.

Section 12: For the purpose of this Article, a time period of seven (7) days or less shall be calculated by excluding Saturdays, Sundays, and designated holidays. Time periods of more than seven (7) days shall be defined as calendar days.

ARTICLE XI – SCHOOL DISTRICT SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slowdown, or other interruption of or interference with the normal functions of the School District, or the absence in whole or in part of the full, faithful and proper performance of the duties of employment regardless of the reason for so doing, except as may be provided by the Public Employment Labor Relations Act.

ARTICLE XII - PRIOR AGREEMENTS

Any and all prior agreements, resolutions, and practices regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

ARTICLE XIII – SENIORITY & LAYOFFS

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

2. Once a year, the Union Secretary and the Staff Representative shall be given an updated seniority list.

3. New employees shall serve a six (6) month probation period. Upon completion of probation, his/her name shall be entered on the seniority list and shall be considered as regular employment in determining vacation and sick leave privileges.

4. In the event that a part-time, substitute or temporary employee is appointed to a regular position, prior service shall be credited toward service of the six (6) month probation period. A part-time employee shall earn seniority pro-rata in relationship to other part-time employees, and separate from full-time employees.

5. In the event of layoff or reduction in the work force, the Employer shall provide a notice of sixty (60) working days in advance. All part-time, temporary or seasonal employees will be laid off first, after which layoff will be in inverse order of seniority. In lieu of layoff, an employee shall indicate intent to bump within three (3) working days by notifying the Director of Human Resources of the position for which seniority will be exercised. A more senior employee may bump a less senior employee provided he/she meets qualifications for the job. An employee who is laid off shall remain on recall for five (5) years, and shall not be required to accept less than the number of hours associated with their position at the time of layoff. If a laid-off employee is called back for 40 consecutive hours a month or more, he/she shall receive benefits pro-rata except no additional accumulation of seniority. These benefits, if connected with insurance carrier will depend on what is permitted by insurance carrier. Recall will be by seniority. Notice of Recall shall be by registered mail to employee's last known address (unless notified by telephone).

Article XIV – VACANIES

Section 1. Internal positions will be filled using a District Preference form. Employees may submit their assignment preferences (building, position) at any time using the online form located on the District Website under Staff Services. An open position will not be filled until employees with preferences associated with that position have been contacted and considered for the position based upon seniority and qualifications.

Transfers in assignments and/or promotions for all custodial employees shall be made on the basis of seniority, giving due regard to ability, efficiency and reliability of the individual.

If it becomes necessary to bypass an employee's seniority, reasons for said denial shall be given to the employee, in writing, with a copy to the Union.

When the qualifications of two or more current employees are equal, the most senior employee shall have rights to the position.

Upon the completion of this internal process, the open position will be posted to external candidates for a minimum of 5 days. Internal applicants may still apply for the position using the external process, but will be considered with the external candidates.

Subdivision 1. The union shall be notified of all vacancy postings.

Subdivision 2. Should an employee decline a role that they submitted a preference for, their preference for that role will be removed from the District Preference form.

Section 2. Employees who are interested in transferring to a newly created position may submit their application for the position using the 'Internal' application process located on the District Website under "Career Opportunities." The School District retains the right to fill vacancies on the basis of qualifications.

Section 3. The School District will notify the union of the name of the person awarded the position.

Section 4. Multiple Staff Assignment Changes: When vacancies and unit employees' applications occur resulting in multiple staff assignment changes, the School District may utilize the following procedure:
Subdivision 1. Vacancies will be posted pursuant to Section 1 above.
Subdivision 2. In most cases, employees will not assume their new position until all vacancies related to the change have been filled.

Section 5. Temporary Assignments: Positions vacated due to a leave of absence or vacancy of more than ten (10) days may be filled using a temporary assignment.

a. An employee temporarily assigned to work in another classification will continue to receive their regular rate of pay and is temporarily assigned to the position for the duration of the absence or vacancy.

b. Custodians temporarily assigned in a Head Custodian, Night Foreman, or Inter-School Delivery position will receive the increased amount of pay, at their corresponding step, while temporarily filling these positions. The increase in pay will be retroactive to the start of the temporary assignment in a lump sum retroactive payment at the end of the temporary assignment.

c. Employees that do not fulfill the duration of the absence or vacancy will not receive the associated increase in pay.

d. If a leave of absence or vacancy extends beyond the initial timeline, the employee temporarily assigned to the position will have the first opportunity to accept or decline the extension and higher pay rate. If the employee accepts the extension, the employee will receive the higher rate of pay until the end of the temporary assignment on their regular paycheck. If the employee declines the extension, it will be considered a new temporary assignment opportunity.

e. Employees fulfilling a temporary assignment that is interrupted by the opportunity to accept a permanent position, will be paid at the higher rate for the time they fulfilled the temporary position even if they do not fulfill the duration of the temporary assignment.

ARTICLE XIV - LONGEVITY

To reward the career service employees of ISD No 347, a Longevity Benefit Plan is as follows:

	2024-2026 (Hourly)
Beginning 9th year of service	$1.11
Beginning 13th year of service	$1.32
Beginning 17th year of service	$1.52
Beginning 21st year of service	$1.73
Beginning 25th year of service	$2.25
Beginning 29th year of service	$2.35

To be eligible for this benefit, an employee must have served continuously the required years of each step. Longevity for part-time employees is pro-rata. Years of service shall be school years of service to the district and longevity changes will happen on July 1 in the school year the employee becomes eligible.

ARTICLE XV - SEVERANCE

1. At the time of retirement, each full-time employee shall earn ten (10) days of severance pay credit for each full year of service for the Employer, with accumulation to 150 days.

2. In addition to the pay based upon years of service, each eligible employee shall receive severance pay for 50% of his/her unused sick leave not to exceed a total of 90 days.

3. The maximum combined total of severance pay shall be 150 days.

4. Upon retirement of the employee at age 55 or older with a minimum of 5 years of service as a custodian, the Employer shall pay severance equal to 75% of an employee's accumulated severance pay days up to a maximum of 150 days.

5. The daily rate of pay, for the purpose of this article, shall be the employee's daily rate of pay at the time of retirement including classification and special provision differentials, but excluding overtime.

6. Severance pay will be placed into the retiring employee's Special Pay Deferral Plan in accordance with all IRS regulations. This payment shall be made within 45 days of the official retirement date. The employee will not receive any direct payment from the school district for severance pay.

7. An employee who dies, or who has elected early retirement dies before all or a portion of the severance pay has been disbursed, the unpaid balance shall be paid to a named beneficiary, or if no beneficiary has been designated, to the estate of the deceased.

8. Any retro pay associated with Severance Pay will be deposited into the same accounts the original severance funds were deposited.

ARTICLE XVI – 403B MATCHING CONTRIBUTION PLAN

Section 1. Eligibility. Beginning July 1, 2022, employees who are regularly employee at least 25 hours per week shall be eligible to participate in a 403b matching contribution plan pursuant to M.S. 356.24.

Section 2. Matching Contribution. The School District will match eligible annual employee contributions up to $750.00 per school year. The employee shall contribute annual an amount equal to the amount contributed by the School District. The School District shall make the matching contribution for the year to an annuity company with the employee shall elect. The amount shall not exceed the maximum amount outlined in this section. Employees working less than a 173 day school year may participate in the matching contribution plan on a pro-rata basis to the length of the school year.

Section 3. The maximum career matching contribution by the School District shall not exceed $15,000 per eligible employee.

Section 4. The eligible employee must complete a salary reduction authorization agreement prior to any contributions begin made.

Section 5. Employees on unpaid leaves may not participate in the matching program while on leave.

Section 6. Employees hired before July 1, 2022 will continue to be covered under the severance language of Article XV of this agreement. The School District shall subtract any amount paid to the 403b matching contribution plan

from the severance pay. The balance of the severance, if such an amount exists, shall be paid by the School District per Article XV of this Agreement. Employees hired after July 1, 2022, will not be eligible for severance as described in Article XV.

Section 7. Management of both the portfolios of the individual investments and the School District contributions shall be solely the responsibility of the employee in whose name the investments have been made. The School District assumes no current or future liability for contributions made to these plans or investment earnings (losses) which may accrue to the portfolios as a result of investment decisions made by the employee.

ARTICLE XVII - GENERAL PROVISIONS

1. Employees seeking their Boiler's License must attend a pre-approved class(es) for Boiler Licenses and shall submit costs to the School District for reimbursement at the completion of the course. The School District shall reimburse the cost for licenses and renewals. The School District will reimburse the cost of license testing fees for each level of the Boiler's License only if the employee has attended the pre-approved class(es). The Manager of Buildings and Grounds may approve an employee to take the test and be reimbursed by the district for the testing fee without taking the pre-approved class(es).

2. Any employee holding a position that requires boilers and/or pools per the position job description will be required to receive the special boiler's license and/or a pool operator's license within one year of taking the position. Failure to obtain the special boiler's license or pool operator's license shall result in a demotion. Effective July 1, 2022, all positions requiring a boilers and/or pool operator's license will have one year to obtain the special boiler's license and/or pool operator's license.

3. All necessary tools will be furnished by the Employer.

4. Clothing Allotment
    a. A Clothing Allotment will be allowed of up to $600 per employee per year. Employees working less than a full year (260 days) will receive a pro-rated allotment amount.

    b. Each employee may utilize the District's custodial clothing catalog/online store to select approved clothing.

    c. Clothing that is not available in the catalog (i.e. boots) may be purchased by the employee.

    d. The employee must submit an itemized receipt for their purchase and will be reimbursed for the total cost of the approved purchase minus any taxes.

    e. The employee may also request a temporary district expense card (if available) to purchase items outside of the catalog. This option avoids the employee having to use personal funds and seek reimbursement.

    f. Clothing Items:

i.Allowed Items	ii.Not Allowed Items
i.Pants, Jeans, Shorts (summer – mid thigh length), Belts	⁄.Yoga pants, Sweatpants, Leggings, Short Shorts,
⁄.Footwear - Shoes (supportive work shoe, athletic), Boots (winter or work boots), Socks, Insoles,	i.Dudes, High heels, Crocs, Sandals, Non-supportive footwear, Smooth sole footwear
i.Tops (T-shirts, Long Sleeve, Collared top, Sweaters, Sweatshirts)	i.No inappropriate advertising or logos, No Music Groups, No Tank Tops or Sleeveless,
ĸ.Outerwear – Jackets, Coats, Vests, Winter hats, Gloves, Coveralls, Thermowear	ĸ.No inappropriate advertising or logos.

i.Baseball Caps – Appropriate Logo (inside use is per building expectations)	i.No inappropriate advertising or logos.
i.	v.No excessively loose-fitting clothing (i.e. skirts, shawls) so as to avoid safety risk.
v.	i.No inappropriate advertising or logos, No undergarments

5. A Labor Management Committee consisting of Administration, Union representative and employees selected from the bargaining unit may meet every three months for the purpose of discussing, exploring and considering matters of concern to the parties. If necessary, either party may request that additional meetings be held. The Employer and the Union agree to sign a joint petition requesting the Bureau of mediation Services provide training in developing a formal Labor Management Committee. This committee shall form its own rules and by-laws.

6. Retroactive pay due to the timing of negotiated settlements will be issued to employees actively employed on the date the School Board approved the union ratified agreement and to employees who have retired from the School District during the affected agreement dates. Retroactive pay will not be paid to inactive employees.

7. Effective December 1, 2020, employees hired on or before January 15th will advance a step at the beginning of their employment for the following school year. Those hired after January 15th will remain on Step 1 until one year following the upcoming fiscal year.

ARTICLE XVIII GROUP INSURANCES

Section I. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School District taking into consideration recommendations from the district's insurance committee.

Section II. Health and Hospitalization Insurance. The School District shall make available a high deductible health plan to all employees who elect to participate in said plan. With respect to qualifying bargaining unit members, the School District shall contribute an amount identified in Section III subdivision 4 of this article toward the monthly premium cost of single, subscriber plus one or family group health insurance coverage for the 2024-2026 school years. Employees electing a single health plan that costs less than the District contribution shall have the balance of the monthly contribution placed in their VEBA account.

Subdivision 1. When both husband and wife are employed as full-time employees and desire family coverage (as opposed to single coverage for each), the full amount of both single premiums shall be applied to their family coverage premium.

Subdivision 2. Employees on a half-time basis or more are eligible for health and hospitalization insurance on a pro-rata basis. All employees employed less than 12 months but at least 9 months will receive the School District's contribution for the summer months.

Section III. VEBA with Health Reimbursement Arrangement For Active Employees

Subdivision 1. The School District shall make available a VEBA Plan and Trust summary, which is available from the Human Resource Director, to all qualified bargaining unit members who exercise their option to enroll in the VEBA coordinated health insurance program offered in Section II of this Article. The School District and Custodial employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust identified in the VEBA Plan and Trust agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code. During any transition period in which the desired ordering rule is not available, reimbursements under the VEBA plan will be limited to reimbursement of eligible health expenses that reduce the deductible under the VEBA coordinated health insurance offered in Section II of this article.

Subdivision 2. The School District shall provide the following welfare benefit arrangement through the VEBA Plan: A health reimbursement arrangement for active employees described in summary is available from the Human Resource Director.

Subdivision 3. Payment of Administrative Fee. Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid from the account. Administrative fees allocable to individual accounts of active employees, who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid from the account. Administrative fees allocable to the individual accounts of former employees shall be paid from the account. Administrative fees allocable to the individual accounts of retirees shall be paid from the account. Administrative fees shall be paid from the account; if the VEBA Plan is terminated or the Employer Contributions cease (by agreement between the parties).

Subdivision 4. Contributions to the Active Employees' Plan: The School District will make an annual contribution to individual accounts under the health reimbursement arrangement in accordance with the following schedule:

During the 2024-2025 school year the district shall contribute an amount not to exceed $8,580 towards a combination of annual health insurance premium and VEBA account. During the 2026-2026 school year the district shall contribute an amount not to exceed $9,080.00 towards a combination of annual health insurance premium and VEBA account. $1,850 will be deposited into their VEBA account first with the remaining amount going towards the cost of the health insurance premium.

The School District shall make contributions to individual health reimbursement accounts on a prorated basis consistent with the payroll cycles. The first contribution will start the month after the date of hire and will be prorated based upon the employee's Full Time Equivalency and the number of deposits remaining in the plan year. A deposit will be approximately 1/24th of the District's annual contribution for a full-time employee who is employed a full year. Deposits for a full year will begin with a mid-July deposit and end with a late June deposit.

The District will offer a High Deductible Health Plan (HDHP) that can function as a VEBA plan or Health Savings Account. An employee cannot receive or use money from both types of accounts in the same calendar year. Employee's indicating they intend to switch to the HDHP as a Health Savings Account will be contacted to confirm their transition from/to an H.S.A. VEBA account monies cannot be used in one calendar year if you are enrolled in an H.S.A. in the same calendar year.

All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Section II above.

Section IV. Long-Term Disability
The School District shall offer long term disability insurance covering loss of time due to accident or illness at the employee's expense for custodial employees who work 30 hours a week or more.

Section VI. Life Insurance
The School District shall provide a $50,000 term life insurance policy for each full-time custodial employee. The School District shall provide a $25,000 term life insurance policy for all other custodial employees working at least 30 hours per week for a minimum of 150 days per fiscal year.

Section VI. Dental Insurance. Employees have right to participate in the dental insurance plan at their own expense through payroll deduction (85% of the AFSCME bargaining unit employees must participate).

ARTICLE XIX - DURATION

This Agreement shall become effective on July 1, 2024, and shall remain in full force and effect through June 30, 2026, and will be subject to review annually, thereafter no less than ninety (90) days prior to this expiration on any anniversary.

If either party finds its interest adversely affected by any provisions of this Agreement, or finds through experience the necessity of adding further provisions, it shall serve notice of intent to negotiate an amendment, or to supplement the existing Agreement. Such changes shall be subject to good faith negotiation and mutual agreement.

Willmar Public Schools

Custodians

2024-2025 & 2025-2026

Outside Licensed boiler experience will be credited up to a maximum of three years if job requires such qualifications.

LEVEL I
Head Custodian (SH, MS)
Grounds/Maintenance Head Technician

LEVEL II
Head Custodian (Kennedy)
Head Custodian (ALC/Jefferson/Focus House/WEAC)

LEVEL III
Head Custodian (Roosevelt, Lakeland)

LEVEL IV
Head Custodian (Jefferson, WEAC)
Inter-school Delivery
Night Foreman (SH, MS)

LEVEL V
Night Foreman (Roosevelt, Kennedy, Lakeland)
Grounds/Maintenance Technician

LEVEL VI
Custodian (includes Floater position)

2024-2025 Hourly Rate of Pay

Step	Level I	Level II	Level III	Level IV	Level V	Level VI
1 (0-260 days)	24.88	23.54	23.24	22.65	21.78	21.37
2 (260 days)	25.53	24.19	23.89	23.30	22.43	22.02
3 (260 days)	26.16	24.82	24.52	23.93	23.06	22.65
4 (260 days)	26.82	25.47	25.17	24.58	23.72	23.30
5 (260 days)	27.47	26.12	25.82	25.23	24.37	23.95
6	28.12	26.77	26.47	25.89	25.02	24.60

2025-2026 Hourly Rate of Pay

Step	Level I	Level II	Level III	Level IV	Level V	Level VI
1 (0-260 days)	25.53	24.19	23.89	23.30	22.43	22.02
2 (260 days)	26.18	24.84	24.54	23.95	23.08	22.67
3 (260 days)	26.81	25.47	25.17	24.58	23.71	23.30
4 (260 days)	27.47	26.12	25.82	25.23	24.37	23.95
5 (260 days)	28.12	26.77	26.47	25.88	25.02	24.60
6	28.77	27.42	27.12	26.54	25.67	25.25

SCHOOL DISTRICT

ISD 347 School Board Chair

1-13-2025
Date

ISD 347 School Board Clerk

1-13-2025
Date

CUSTODIAL BARGAINING UNION

Custodial Steward

1-13-25
Date

Representative

1/10/2025
Date