

**WATERTOWN-MAYER
PUBLIC SCHOOLS**

**FOOD SERVICE WORKER
AGREEMENT**

2025-2026 & 2026-2027

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ARTICLE I: PURPOSE

Section 1. Parties

This Agreement, entered into between Independent School District No. 111, Watertown, Minnesota hereinafter referred to as the School District, and the School Service Employees Local 284 SEIU, hereinafter referred to as the Exclusive Representative, pursuant to, and in compliance with, the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for cooks, dishwashers and food service employees during the duration of this Agreement.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition

In accordance with the PELRA the School District recognizes the School Service Employees Local 284 SEIU, as the Exclusive Representative for cooks, dishwashers and other food service employees employed by the School District which Exclusive Representative shall have those rights and duties as prescribed by the PELRA, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit

The Exclusive Representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and PELRA and in certification by the Director of Mediation Services, if any.

ARTICLE III: DEFINITIONS

Section 1. Terms and Conditions of Employment

Terms and conditions of employment shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits and the employer's personnel policies affecting the working conditions of the employees. The terms in both cases are subject to the provisions of PELRA regarding the rights of public employers and the scope of negotiations.

Section 2. Description of Appropriate Unit

For purposes of this Agreement, the term cooks, dishwashers and other food service 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 and employees who are excluded from the definition of public employee in Minn. Stat. §179A.03, subd.14.

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. Definition of Full-Time Employee

Presuming the School District regularly employs a five-day work week, the term "Full-Time Employee" for the purposes of this Agreement shall mean a School District employee who works nine (9) or more months and twenty-five (25) hours or more per week.

Presuming the School District regularly employs a four-day work week, the term "Full-Time Employee" for the purposes of this Agreement shall mean a School District employee who works nine (9) or more months and twenty (20) hours or more per week.

Section 5. Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV: SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights

The Exclusive Representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

Section 2. Management Responsibilities

The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations

The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The Exclusive Representative also recognizes

that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, and 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 School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V: EMPLOYEE RIGHTS

Section 1. Rights to Views

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed 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

Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate a 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. Dues Check-Off

With the authorization of the employee, each employee shall have the right to request and be allowed dues check off for the Union and be allowed payroll deduction for the Union's political action committee. The District will commence deductions within two weeks of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within thirty days of the deduction..

The Union will provide notice to the District that certifies that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, a written authorization, an audio-recorded authorization and an electronically signed authorization. The District may require a copy of the signed authorization only if a dispute arises about the existence or terms of the

authorization. The deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or canceled their authorization in accordance with the terms of the original authorizing document.

Section 4. Employee Information

Upon written request from the Union, the Employer agrees to provide the following information for each employee to the Union: name; home address; home phone and personal cell phone numbers on file with the District; home email address (on file with the District); work email address; work phone number; job classification; wage; number of duty days contracted for; and number of hours normally scheduled in a work week.

For each newly hired employee, the Employer will provide the above information to the Union within twenty calendar days from the date of hire of the new employee.

The Employer will notify the Union of any individual whose employment is terminated within twenty calendar days of the date of termination.

Section 5. Union Orientation

It is in the interest of the employer and the Union that all newly hired employees are informed of their rights, obligations and the benefits of their employment with the District and Union benefits. Accordingly, the District shall inform the union representative and steward(s) of all new hires immediately upon hire.

Each newly hired bargaining unit employee shall, during the employee's initial two weeks of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The newly hired employee will be in pay status during this orientation. The Union designated representative will be in pay status if the orientation occurs during that employee's regularly scheduled hours of work.

Section 6. Union Access

The District will allow the Union to communicate with bargaining unit members using their employer issued email address regarding collective bargaining, the administration of the collective bargaining agreement, the investigation of grievances, other workplace related matters, and internal Union matters. The District will allow the Union to meet with bargaining unit members in District facilities (at no cost to the Union) regarding these matters provided that such use does not interfere with the District's business operations.

ARTICLE VI: HOURS OF SERVICE

Section 1. Basic Work Week and Work Year

Presuming the School District regularly employs a five-day work week, a regular work week for full-time employees shall consist of twenty-five (25) hours or more, exclusive of lunch, within five days and shall be based on a nine (9) month year.

Presuming the School District regularly employs a four-day work week, a regular work week for full-time employees shall consist of twenty (20) hours or more, exclusive of lunch, within four days and shall be based on a nine (9) month year.

Section 2. Part-Time Employees

The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular employees.

Section 3. Shifts and Starting Time

All employees will be assigned starting time and shifts as determined by the School District. The School District reserves the right to add up to 4 additional hours per employee at the end of a school year for additional cleaning as deemed necessary.

Section 4 – Rest Period

An employee who is scheduled to work four hours shall receive one paid 20 minute rest period and be provided a hot meal.

Section 5. School Closing

In the event that school is closed or determines a flex learning/E-Learning day in which the employee does not have to report to work, the district will provide the opportunity for a professional development day, may require an employee to report to work, to perform work from home, or to be on-call during the employee's normally scheduled hours of work. The employee will be compensated for all normally scheduled hours of work. An employee may elect to utilize a personal leave day or to be unpaid (and must notify the Food Service Director that they are electing this option on the day of the school closure). The staff development opportunity must take place on the day of the school closing or flex learning day. The hours on that day will not exceed the number of the hours the employee is normally scheduled to work. If the employee chooses to utilize the staff development opportunity, the employee must inform the Food Service Director via email. The Food Service Director will organize the staff development opportunities. The employee does not need to report to a school building.

Subd. 2. Late Starts/Early Dismissals: Employees who report for work on a school day on which the school days starts late or dismisses early will be compensated for all scheduled hours of work.

Section 6. Holidays

All employees shall receive six (6) paid holidays. These holidays shall be Good Friday, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas, and New Year's Eve.

ARTICLE VII: RATES OF PAY AND OTHER BENEFITS

Section 1. Rates of Pay and Other Benefits

The wages and other benefits reflected in Schedule A, attached hereto, shall be a part of this Agreement for the periods commencing July 1, 2025 through June 30, 2027.

Section 2. 403(b) Match Plan

The School District will offer a matching 403(b) tax-sheltered annuity plan as allowed under M.S. 356.24 to all eligible members of the bargaining unit. Food service workers may select from up to three vendors as determined by the School District.

Subd. 1. All regularly employed food service workers in the bargaining unit, regardless of their daily assigned hours, shall be eligible for the full 403(b) match amount if they work for the entire work year. Food service workers on unpaid leave may not participate in the 403(b) annuity-matching program while on leave.

Subd. 2. The School District's maximum matching contribution for eligible food service workers shall be \$775 per year (effective July 1, 2025) and \$800 per year (effective July 1, 2026) for food service workers who work for the entire work year. Other eligible personnel shall receive a 403(b) match proportional to the extent of their employment.

- A. Maximum lifetime School District contribution for an individual food service worker shall not exceed \$20,000.
- B. In order to receive the School District's 403(b) contribution, a food service worker must match the total School District contribution.
- C. The School District's match responsibilities are non-accumulative. That is, a food service worker who does not participate one or more

years cannot reclaim the School District-matched dollars in subsequent years.

Subd. 3. The food service worker's contribution to the 403(b) plan shall be done via payroll deduction with equal installments on each payroll check.

Subd. 4. Eligible food service workers may elect to participate in the 403(b) matching program pursuant to the annuity plan requirements. Said election must be made five business days prior to the 15th of September of the plan year. Once an eligible food service worker elects to participate in the 403(b) matching program, said election is irrevocable for that school year and will continue each subsequent year unless modified by the food service worker at the beginning of a new school year.

Subd. 5. The 403(b) annuity-match program of the School District is subject to the laws of the State of Minnesota (M.S. 356.24) and the Internal Revenue Code (26 U.S.C.SS 403[b]).

Section 3. No Successor Agreement

During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

Section 4. Basis of Payment

Employees shall be paid on the basis of scheduled periodic time cards which shall be verified by the School District.

ARTICLE VIII: GROUP INSURANCE

Section 1. Selection of Carrier

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health / Dental Insurance

The School District shall contribute a sum not to exceed \$10,018 per annum for the 2025-2026 contract year and a sum not to exceed \$10,518 per annum for the 2026-2027 contract year toward each full-time (2080 hours per annum) food service employee who qualifies for, and is enrolled in the School District's Group Health and Hospitalization and Dental Plan.

All part-time (less than 2080 hours per annum) food service employees who qualify for and

who are enrolled in the School District's Group Health and Hospitalization and Dental Plan will receive a sum determined by dividing the employee annum hours worked by 2080 hours and multiplying that figure by the full-time annum amounts (\$10,018 in FY 2026 and \$10,518 FY 2027 for the appropriate contract year.

Section 3. Life Insurance

The School District shall provide a \$30,000 life insurance policy for each employee in the bargaining unit who qualifies for the School District's life insurance plan.

Section 4. Long Term Disability Insurance

In accordance with the respective member's School District salary, the School District shall provide long term disability insurance for each member of the bargaining unit who qualifies for the School District's long-term disability plan. Premiums shall be paid in full by the School District. Benefits shall be paid in accordance with the terms of the existing insurance policy.

Section 5. Claims Against the School District

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

Section 6. Duration of Insurance Contribution

An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District contributions shall cease.

ARTICLE IX: LEAVES OF ABSENCE

Section 1. Sick Leave

Subd. 1. An employee shall earn sick leave at the rate of one day for each month of service in the employ of the School District, per year. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year and shall accrue up to a maximum of nine (9) days per annum.

Subd. 2. Unused sick leave days may be accumulated to a maximum credit of 120 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or disability which prevented attendance and

performance of duties on that day or days.

Subd. 4. The School District may require an employee to furnish a medical certificate from a licensed health care professional as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 7. Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the School District with a physician's statement certifying the dates of disability. An unpaid leave for child care purposes may be granted at the discretion of the School District.

Subd. 8. For purposes of this Article, one "day" for the employee shall be defined as the number of hours regularly assigned to him or her in a work day.

Subd. 9. Paid sick leave shall be granted to care for a sick or injured spouse or child (18 years of age or 21 years of age if attending secondary school), adult child, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Paid sick leave will also be granted for other individuals specified in Minn. Stat. § 181.9445.

Subd. 10. Paid sick leave pay shall be granted as "safety leave" for an employee to receive assistance or to provide assistance to those relatives specified in Subd. 9 because of sexual assault, domestic abuse, or stalking as these terms are defined in Minn. Stat. § 181.9445.

Subd. 11. Sick Leave Bank Option: Employees as described in Article III, Section 2 are allowed to participate in the District Sick Leave Bank in which the provisions are outlined in an addendum attached to this agreement.

Section 2. Workers' Compensation

Pursuant to M.S. 176, an employee injured on the job in the service of the School District and collecting Workers' Compensation insurance, may draw sick leave and receive full salary from the School District, but the actual take-home pay for the employee shall not exceed the employee's normal working take-home pay. (Worker's Compensation benefits are untaxed

benefits and the employee shall not take home more pay on Worker's Compensation than they would working.) Only that fraction of the days not covered by insurance will be deducted from his/her accrued sick leave.

Section 3. Bereavement Leave

Subd. 1. Up to five (5) days of leave will be allowed due to a death in a food service worker's immediate family. Immediate family is defined as the food service worker's spouse, child, parent, parent-in-law, and individuals for whom the food service worker or spouse serves as legal guardian.

Subd. 2. Up to three (3) days leave will be allowed due to the death of a food service worker's brother, sister, grandparent, grandchild, brother-in-law, or sister-in-law.

Subd. 3. Up to one (1) day of leave per year will be allowed to attend the funeral of a friend or relative other than those relatives specified in Subds. 1 and 2 in this Section.

Subd. 4. Bereavement leave allowed in this Section will be deducted from accumulated sick leave.

Subd. 5. Written application for this leave should be arranged for in advance except in the case of an emergency.

Section 4. Emergency Leave

Subd. 1. There will be an allowance of up to three (3) days per year for absence due to emergency, serious illness or injury in the immediate family. Immediate family is defined as the food service worker's spouse, child, parent, parent-in-law, and individuals for whom the food service worker or spouse serves as legal guardian.

Subd. 2. The School Board may require an employee to furnish competent evidence of family illness in order to qualify for emergency leave. If a medical certificate will be required, the employee will be so advised. However, the final determination as to the eligibility of an employee for emergency leave is reserved to the School Board.

Subd. 3. Days used shall be deducted from accumulated sick leave.

Section 5. Personal Leave

Subd. 1. At the beginning of the work year, each food service employee shall be allowed two (2) work days for personal leave. An employee may choose to use this personal leave day as compensation for a school closing day due to weather.

Subd. 2. Not more than one (1) food service worker may use personal leave on any given day, with the exception of a school closing day as defined in Subd. 1 above.

Subd. 3. Requests for personal leave shall be made through the Food Service Director and approved by the Superintendent or his or her designee.

Subd. 4. Personal leave is accumulated to a maximum of three (3) days. Any remaining personal leave over three (3) days at the end of the work year shall be forfeited without pay.

Section 6. Medical Leave

Subd. 1. An employee, who has completed his probationary period, who is unable to perform his 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 and School District approval, be granted a medical leave of absence, without pay, for up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd. 2. A request for leave of absence, or renewal thereof, under this Section, shall be accompanied by a doctor's written statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities. The School District reserves the right to request a second opinion as to medical severity through a doctor of the School District's choice and at School District expense.

Section 7. Insurance Application

An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee 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.

Section 8. Credit

An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 9. Eligibility

Full leave benefits provided in this Article shall apply only to full-time employees and shall be available only during the individual's contracted work term. Part-time personnel shall receive benefits proportional to the extent of their employment.

Section 10. Jury Duty

Employees required to perform jury duty shall receive from the employer sufficient amounts of compensation for the period of such service which, taken together with their pay for jury duty, will equal the amount they would have received if employed solely by the School Board at base pay in their usual occupation during that period.

Section 11. Short Term Leave of Absence

A full-time employee as defined in Article III, Section 4, may be granted a leave of absence for a period of up to ten (10) consecutive working days per contract year. Such leave shall be without pay.

Subd. 1. Requesting the Leave: Said leave request shall be made in writing to the Superintendent of Schools at least ten (10) working days prior to the desired date of departure. Said leave may not be taken as an extension of or prior to the school vacations of Christmas (Winter) vacation or Easter (Spring) vacation or within ten (10) days following the opening of or ten (10) days prior to the close of the school year.

Subd. 2. Seniority: If two or more full-time employees request the leave simultaneously, the granting of said leave shall be done on the basis of seniority.

Subd. 3. Leave Denial: The Superintendent of Schools reserves the right to deny said leave

ARTICLE X: PROBATIONARY PERIOD & DISCIPLINE

Section 1. Probationary Period

An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) calendar months 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 employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Probationary Period; Change of Classification

In addition to the initial probationary period an employee transferred or promoted to a

different classification shall serve a new probationary period of three (3) calendar working months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his or her former classification. Probation may be extended in change of classification for an additional three months by mutual agreement between the Exclusive Representative and School District if the individual is given a performance review and the individual is given measurable goals.

Section 3. Completion of Probationary Period

An employee who has completed the probationary period of Section 1 may be disciplined only for just cause and consistent with School District employee policies. An employee who has completed the probationary period and is disciplined shall have access to the grievance procedure.

The School District is committed to fair and progressive discipline. Discipline will be administered in a manner that is corrective rather than punitive, and in accordance with the following steps. The District may bypass steps in cases of serious misconduct, gross insubordination, illegal activity at work, or behavior that poses a threat to the safety of students, staff or the school community. Disciplinary steps include:

1. Documented Oral Warning
2. Written Warning
3. Suspension Without Pay or Involuntary Demotion
4. Termination

Section 4. Resignation

Two (2) calendar weeks notice shall be required of an employee if he/she wishes to resign.

Section 5. Retirement Pay

A food service employee who has completed fifteen (15) years or more of continuous service in the Watertown-Mayer Public Schools and who is at least fifty-five (55) years of age is eligible to retire.

Subd. 1. This retirement is dependent upon a written request submitted at least thirty (30) calendar days prior to the date of retirement and upon approval of the request by the School Board.

Subd. 2. Employees who elect retirement shall be entitled to severance pay in an amount equal to fifty five percent (55%) of the employee's accumulated, unused sick leave days less the total amount of the School District's matching contribution as described in Article VII, Section 2. If the total amount of the School District's match to the food service worker's annuity account as described in Article VII, Section 2 is more than he/she would have received in early retirement pay, the food service

worker shall not be entitled to receive any early retirement pay. Severance pay shall be based on the daily rate of pay at the time of retirement.

Subd. 3. The severance pay shall be made by the School District into the Minnesota State Retirement System's Post Retirement Health Care Savings Plan for the retiree in a lump sum payment upon the employee's retirement.

Section 6. Post-Retirement Health Insurance Contribution

Subd. 1. Full-time food service personnel with twenty (20) years service in Independent School District No. 111 who elect to retire from active food service work and who are at least sixty (60) years of age at the time of retirement shall be eligible to continue in the School District-sponsored health and hospitalization insurance plan subject to the insurance company's approval. The School District shall contribute a sum of up to \$900.00 per annum for such insurance coverage.

Subd. 2. The School District's contributions and the retiree's participation in the School District-sponsored insurance plan(s) shall cease on the date the individual reaches Medicare eligibility.

Subd. 3. Any premiums in excess of the School District's contribution shall be paid by the retiree as arranged with the School District business office and in advance of the coverage period.

Subd. 4. Food service personnel intending to retire at the end of the current school year shall notify the School District in writing by June 1st. Food service personnel intending to retire at any other time shall notify the School District in writing at least ninety (90) calendar days prior to the projected retirement date.

ARTICLE XI: REDUCTION IN WORK FORCE AND SENIORITY RIGHTS

Section 1. Notice

Two (2) calendar weeks notice shall be given to an employee if he/she is to be laid off for lack of work.

Section 2. Seniority Rights

The School District recognizes seniority rights as to order of layoff and recall within classifications provided the employee is fully qualified to perform the duties and responsibilities. The decision of who is "fully qualified" shall be vested solely in the discretion of the School District. The School District and the Union agree to meet and confer prior to any layoff or reduction in hours.

Section 3. Reinstatement Rights After a Layoff

An employee who is laid off for non-punitive reasons may retain his/her seniority rights for pay purposes for a period of up to eighteen (18) months provided that the employee informs the Superintendent of Schools in writing between January 1 and March 1 of each year following his/her layoff of the employee's desire to return to the employment of the School District.

The former employee shall forfeit his/her reinstatement rights and seniority rights if he/she fails to give notice of interest to return to work or if the employee fails to respond within fifteen (15) days after the School District has given written notice of a position for which the former employee is qualified.

ARTICLE XII: PHYSICAL REQUIREMENTS

Section 1. Physical Exam

Food Service employees may be required to undergo a physical examination by a School District named physician at the discretion and expense of the School District for the purposes of assessing the employee's ability to perform his or her job as permitted by existing laws.

Section 2. Mantoux Examination

All employees must submit to a Mantoux test or x-ray as required by the State of Minnesota statutes, rules or regulations. Any expense involved will be paid by the School District.

ARTICLE XIII: GRIEVANCE PROCEDURE

Section 1. Grievance Definition

A "grievance" shall mean an allegation by an employee or the Exclusive Representative resulting in a dispute or disagreement between the employee or the Exclusive Representative and the School District as to the interpretation or application of terms and conditions of employment contained in this Agreement.

Section 2. Representative

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

Section 3. Definitions and Interpretations

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

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days (Monday through Friday) not designated as holidays by State law.

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served, emailed, faxed, or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of this Agreement allegedly violated and the particular relief sought within ten days after the date the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustment of Grievance

The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or designee shall issue a

decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five days after receipt of the decision of Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review

The School Board reserves the right to review any decision issued under Level I or Level II of the procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance

Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures

In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the State Bureau of Mediation Services

(BMS) to appoint an arbitrator, pursuant to PELRA providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided therein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

- (1) The issues involved,
- (2) Statement of the facts,
- (3) Position of the grievant, and
- (4) The written documents relating to Section 5, Article XIII of the grievance procedure

The School Board may make a similar submission of information relating to the grievance, either before, or at the time of the hearing. If they choose to, a copy will be sent to the union.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decisions: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator; the cost of the transcript or recording, if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy which shall 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. In considering any issue in dispute in its order; the arbitrator shall give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XIV: PUBLIC OBLIGATION

The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

The Exclusive Representative agrees, therefore, that during the term of this contract, neither the Exclusive Representative nor any individual employee shall engage in any strike. For the purposes of this Section, the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. The parties agree that this Article shall not be subject to the grievance or arbitration procedure but is enforceable in the Courts.

ARTICLE XV: DURATION

Section 1. Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing on its date of execution, July 1, 2025 through June 30, 2027 and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect

This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality

Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability

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

IN WITNESS WHEREOF, The parties have executed this Agreement as

follows: For

For

**SCHOOL SERVICE EMPLOYEES
LOCAL 284**

INDEPENDENT SCHOOL DISTRICT #111

450 Southview Blvd.
South St. Paul, MN 55075

1001 Highway 25 NW
Watertown, Minnesota 55388

Steward

School Board Chair

Business Representative

School Board Clerk

School Board Chief Negotiator

Dated this ____ day of _____, ____

Dated this ____ day of _____,

SCHEDULE A:
WAGES FOR 2025 - 2026 and 2026-2027

Section 1. Rates of Pay

Subd. 1. Rates: The rates of pay for employees shall be as follows:

Effective July 1, 2025

	Assistant Cook	Cook	Building Head Cook
Step 1	18.50	22.70	23.50
Step 2	18.75	22.95	23.75
Step 3	19.00	23.25	24.00
Step 4	19.30	23.80	24.60

Effective July 1, 2026

	Assistant Cook	Cook	Building Head Cook
Step 1	19.25	23.50	24.25
Step 2	19.50	23.75	24.50
Step 3	19.75	24.00	24.75
Step 4	20.00	24.55	25.35

Subd. 2. Steps: Eligible food service workers will receive a step advancement on July 1, 2025 and July 2026. Eligible employees are those employees hired prior to January 1, 2025 and prior to January 1, 2026 respectively. All wage increases due July 1, 2025 - shall be paid retroactive to that date.

Section 2. Food Service Manager Certification

Employees holding food service manager certification will be paid an additional \$50 per hour over and above their hourly base rate of pay.

Section 3. Substitution Pay

Assistant Cook workers substituting for Cook or Building Head Cook shall receive their regular wage plus \$2.00 per hour.

Section 4. Payment to Work at Events

Subd. 1. For time worked at events on legal holidays, the day after Thanksgiving,

Saturdays, Sundays or prior to 6 am or after normal working hours, food service workers without a Food Service Manager Certificate will receive a differential in pay.

Subd. 2. The differential for food service workers without a food service manager certification shall be their regular wage plus \$0.50 per hour.

Subd. 3. The differential for food service workers with a food service manager certification shall be their regular wage plus \$2.00 per hour or \$15.00 per hour, whichever is greater.

Section 5. Uniforms

The School District shall provide up to \$200 each contract year (July 1-June 30) for each employee toward the purchase of uniforms selected by the Food Service Director. A receipt proving purchase must be submitted to the Food Service Director within 30 days of purchase. The School District shall also provide a smock and/or apron to each Food Service worker as needed. These items shall remain the property of the school.

Section 6. Longevity Increment.

To encourage and reward career employment with the School District, the following longevity increment plan will be in effect for all employees. The hourly longevity increment will be figured into the employee's total hourly rate. Longevity increases will be based on the employee's date of hire or the most recent date of hire in the district if the employee had a break of service.

Year of Consecutive Employment in the District	
0 - 4	No Longevity increase
5 - 9	\$0.55 per hour increase
10 - 14	\$0.80 per hour increase
15 - 19	\$1.05 per hour increase
20+	\$1.30 per hour increase



Addendum - Sick Leave Bank

A. Medical Emergency. The District and Association have established a sick leave bank (SLB) for qualifying employees and immediate family who experience a “medical emergency.” A “medical emergency” is defined as a medical condition of the employee that will require a prolonged absence from duty (meaning more than 5 consecutive duty days) and will result in a substantial loss of income because the teacher or employee has exhausted all forms of paid leave.

B. Donations. Donations into the Sick Leave Bank will be open to all qualifying employees. Employees who choose to become a member of the SLB must donate one (1) day or eight (8) hours of their accumulated sick leave to the Sick Leave Bank. Employees will need to complete a donation form indicating participation by the 15th day of September the school year. An employee that previously declined membership, or is newly hired, can elect to participate at the beginning of the next school year. A completed SBL form must be completed and submitted to the District Office by the fifteenth (15th) day of September. Any employee who does not complete the proper form by the deadline stated within this section will not be a member of the Sick Leave Bank for that year.

C. Renewing SLB Balance. If the Sick Leave Bank reaches a balance below 120 days or 960 hours, each member will be notified and an additional donation of 1 (one) day or eight (8) hours to the SLB. If the employee does not donate the additional day or hours within the timeframe established by the school district, will not be a renewed member of the sick leave bank. At the renewal time, each member will need to complete a new SBL form. The SLB may not go into a negative balance.

D. Application Process. Employees who want to request a withdrawal of leave from the SLB must submit a written application to the District along with a medical certification from the teacher’s or employee’s treating physician. The District will approve the application if all criteria in this Section are met.

The application will be reviewed by the SLB committee. Members of the committees shall consist of: 2 teachers, 1 person from the administration contracts, 1 from the managers group, 1 from the food services and custodial group, 1 from the para group, 1 from Secretary group and 1 from the school board. The committee will make the final decision on granting the use of SLB approval. The committee’s decisions are final and they cannot be grieved.

The SLB committee may approve fewer days than the employee requests, but the employee may reapply if approved days are exhausted. The number of approved days will be deducted from the SLB upon use by the employee.

E. Limit and Eligibility for Other Benefits. Employees may use up to 60 days or 480 hours from the SLB for full time employees. An employee may reapply if more days are needed. If a part time employees is granted SLB approval, the maximum amount of leave to be use is the employee's FTE *60 days or 480 hours during their career with the School District. Employees will immediately become ineligible to draw from the SLB if they become eligible to receive long term disability benefits, workers’ compensation, other pay, or other benefits from the District or the State in place of any part of their salary.



between
Watertown-Mayer Independent School District
and
SEIU Local 284 - Food Service Workers

WHEREAS, Watertown-Mayer Independent School District and the SEIU Local 284 - Food Service Workers agree to add the below paid time for any employee that works 12 months during the school year.

Holidays

Twelve (12) month employees under these provisions shall have (7) paid holiday proportional to the extent of their notice of assignment. Designated holidays are: Good Friday, July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day and New Year's Eve Day.

Holidays on Non Scheduled Work days - Holidays that fall on weekends or a day that school is in session will be observed on a day established by the School District.

Vacations

Twelve (12) month employees under these provisions shall accrue vacation as follows:
5/12 day for each month of service during the first five years of service in the School District
(Equivalent to five (5) days per year.

Vacation must be used by June 30 of each year or will be forfeited.

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

WM ISD #111 Superintendent

Food Service Local 284 SEIU Representative

Darren Schuler

Jeff Leys

Date _____

Date _____