

**WATERTOWN-MAYER
PUBLIC SCHOOLS**

CUSTODIAL AGREEMENT

2025-2026

&

2026-2027

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ARTICLE I PURPOSE

Section 1. Parties: This agreement, entered into between the School Board of Independent School District No. 111, hereinafter referred to as the School Board, and Service Employees International Union Local 284, 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 of 1971 as amended, to provide the terms and conditions of employment for custodians and maintenance employees during the duration of the Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA of 1971 as amended, the School Board recognizes Service Employees International Union Local 284 as the Exclusive Representative for custodians and maintenance employees employed by the School Board, which Exclusive Representative shall have those rights and duties as prescribed by the PELRA of 1971 as amended, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 1, of this Agreement and PELRA of 1971 as amended and in certification by the Director of Mediation Services, if any.

ARTICLE III DEFINITION

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 custodians and maintenance employees shall mean all persons in the appropriate unit employed by the School Board in such classifications excluding the following: confidential employees, supervisory employees, essential employees, 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: Other Terms: Terms not defined in this Agreement shall have those meaning as

defined by the PELRA of 1971 as amended.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction 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 their terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. 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 Board.

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

Section 2. Right to Join: Employees shall have the right to form and join labor or employee

organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School Board.

Section 3. Request for Dues Checkoff: 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 reduction. 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. Personnel Files: All evaluations and files related to each individual custodian shall be available during regular School District business hours to each individual custodian. The custodian shall have the right to reproduce any of the contents of the files at the custodian's expense (material costs, not personnel costs) and to submit for inclusion in the file written information in response to any material contained therein. Each custodian shall be promptly furnished with a copy of all evaluative and disciplinary entries placed into his or her permanent personnel file.

Section 5. 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 number 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 6. 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 representative will be in pay status if the orientation occurs during their normally scheduled hours of work. This meeting will not exceed thirty minutes.

Section 7. 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 operation.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay: The wages reflected in Schedule A, attached hereto, shall be part of this Agreement.

Section 2. Definition of Normal Rate of Pay: An employee's normal rate of pay shall include additional pay for possessing a boiler's license, lead pay differential, pool operator's license, and night pay differential if currently on the night schedule. If an employee is on PM differential, they will be paid the differential rate for holidays, sick leave, and vacation.

Section 3. Basis for Overtime Pay: Each employee shall be paid time and one-half of the employee's normal rate of pay for each hour worked in excess of forty (40) hours in a calendar week.

Section 4. Wage Increases: The School Board reserves the right to withhold a wage increase in individual cases when it can be shown that a demonstrable deficiency exists in the performance of an individual's work.

Section 5. No Successor 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 his or her current rate until a successor Agreement is entered into.

ARTICLE VII 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. Custodians may select from up to

three vendors as determined by the School District.

Section 1. Eligibility: All regularly employed custodians 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. Custodians on unpaid leave may not participate in the 403(b) annuity-matching program while on leave.

Section 2. Amount: The School District's maximum matching contribution for eligible custodians shall be \$775 per year for the 2025-2026 contract year and shall be \$800 per year for the 2026-2027 contract year (and all subsequent contract years) for custodians who work for at least 1000 hours during the fiscal year. Other eligible personnel who work less than 1000 hours during the fiscal year shall receive a 403(b) match proportional to the extent of their employment using the following formula: Hours Worked / 1000 * district contribution amount.

Subd. 1. Maximum lifetime School District contribution for an individual custodian shall not exceed \$25,000.

Subd. 2. In order to receive the School District's 403(b) contribution, a custodian must match the total School District contribution.

Subd. 3. The School District's match responsibilities are non-accumulative. That is, a custodian who does not participate one or more years cannot reclaim the School District- matched dollars in subsequent years.

Section 3. Payroll Deduction: The custodian's contribution to the 403(b) plan shall be done via payroll deduction with equal installments on each payroll check.

Section 4. Election: Eligible custodians 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 custodian 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 custodian at the beginning of a new school year.

Section 5. Applicable Laws: 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])

ARTICLE VIII GROUP INSURANCE

Section 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Group Health/Dental Insurance:

Subd. 1. Single Health Insurance Plan: For custodians that have a single health insurance plan, the School District shall contribute a sum not to exceed \$10,143 per annum for the 2025-2026 contract year and a sum not to exceed \$11,665 per annum for the 2026-2027 contract year toward each full-time (2080 hours per annum) custodial employee who qualifies for, and who is enrolled in the School District's Group Health and Hospitalization Plan.

Subd. 2. Family Health Insurance Plan: For custodians that have a family health insurance plan, the School District shall contribute a sum not to exceed \$12,310 per annum for the 2025-2026 contract year and a sum not to exceed \$14,156 per annum for the 2026-2027 contract year toward each full-time (2080 hours per annum) custodial employee who qualifies for and who is enrolled in the School District's Group-Health and Hospitalization Plan.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction

Subd. 3. Dental Insurance: The School District offers single and family dental insurance coverage options to all employees. The dental premiums are paid either from the remaining benefits contributions as defined in Subd. 1 and Subd. 2 or are borne by the employee and paid by payroll deduction.

Subd. 4. Health Savings Account and/or VEBA: For each employee who enrolls in the School District's High Deductible Health Plan, the employee's remaining benefit contribution in excess of health and dental premiums will be contributed into a Health Savings Account or VEBA.

Section 3. Life Insurance: The School District shall provide a \$50,000 life insurance policy for each employee in the bargaining unit.

Section 4. Long Term Disability Insurance: The School District shall provide long-term disability insurance and pay full premium for each member of the bargaining unit, covering only the permissible portion of the respective member's School District salary. Benefits shall be paid in accordance with the terms of the existing 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: A custodian is eligible for School District contribution as provided in this Article as long as the custodian is employed by the School

District. Upon termination of employment, all School District contributions shall cease, effective on the last working day.

Section 7. Part-Time Custodians: Full benefits provided in this Article are designed for full-time personnel. Part-time regularly employed custodians shall receive a pro-rata School District contribution. Custodians working in another School District position shall receive a School District contribution based on the combined number of hours.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave and Sick Leave Bank:

Subd. 1. Each employee shall earn sick leave at the rate of one (1) day for each month of service in the employ of the School District.

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

Subd. 3. Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to illness which prevented his or her 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 Board.

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

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 8. Paid sick leave pay shall be granted to care for a sick or injured spouse or child (under 18 years of age or under 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. § 181.9493. The School Board may require a medical certificate as evidence of illness or injury.

Subd. 9. 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. 8 because of sexual assault domestic abuse, or stalking as these terms are definition in Minn. Stat. §181.9445.

Subd. 10 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. Bereavement Leave:

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

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

Subd. 3. Up to one (1) day of leave 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.

Section 3. 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 custodian’s spouse, child, parent, parent-in-law, and individuals for whom the custodian 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. Emergency leave allowed in this Section will be deducted from accumulated sick leave.

Section 4. Special Leave: Special leave may be granted when authorized in advance by the Superintendent. Such leave shall be without pay or fringe benefits.

Section 5. P.E.R.A. Leave:

Subd. 1. To comply with the requirements of the P.E.R.A., a full-time employee whose accumulated sick leave is entirely used and who is not able to return to his or her normal duties because of illness, may, at the sole discretion of the School Board be provided with a temporary leave of absence not to exceed one calendar year, and may be reinstated if a position is then available. Such leave shall be without pay or fringe benefits.

Subd. 2. The School Board shall notify the office of the P.E.R.A. of any action taken pursuant to this section and shall annually notify said office relative to summer lay-offs.

Section 6. Workers' Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's normal rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rata portions of days of sick leave or vacation time which is used to supplement workers' compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall show his or her workers' compensation check to the School District prior to receiving payment from the School District for his or her absence.

Section 7. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of an employee for an extended period of time.

Subd. 2. An employee applying for child care leave shall inform the Superintendent, in writing, of intention to take leave at least three calendar months before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, the employee may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement in lieu of seeking a child care leave pursuant to this section. A custodian shall be eligible for only one of the options provided herein. A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of grading period, end of the school year or the like.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, in any event, be required to:

- A. Grant any leave for more than twelve (12) months in duration.
- B. Permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 6. An employee returning from child care leave shall be re-employed in a position (for) which he or she is qualified unless previously discharged.

Subd. 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 8. The parties agree that the applicable periods of probation for custodians as set forth in Article XI, Section 1, are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. A custodian who returns from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10. A custodian on child care leave is eligible to participate in group

insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to Subd. 7 above.

Subd. 11. Child care leave shall be without pay or fringe benefits.

Section 8. Eligibility:

Subd. 1. Full leave benefits provided in this Article shall apply only to full-time custodians who work 40 hours per week on a regular basis.

Subd. 2. Part-time custodians shall be eligible for partial benefits proportional to the extent of their employment.

ARTICLE X HOURS AND TYPES OF SERVICE

Section 1. Basic Work Week: The basic full-time work week shall be determined by the Director of Building and Grounds or the Superintendent and shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. Effective July 1, 2002, the School District may create positions with work weeks other than that listed herein; however, no custodian employed as of July 1, 2002 will be required to work on such an alternate work week, without that custodian's agreement. The School District reserves the right to reschedule the work day and week in the event of an emergency, crisis or other exigency, but in no case shall the scheduled work day exceed ten (10) hours of work.

Section 2. Procedures and Assignments: Work procedures and assignments shall be determined by the Director of Building and Grounds or the Superintendent.

Section 3. Saturday, Sunday and Holiday Building Checks:

Subd. 1. Security checks on all buildings shall be made in accordance with schedules drawn up by the Director of Building and Grounds or the Superintendent. Regulation concerning the use of buildings after hours will be observed by all staff employees as well as the public using the buildings.

Subd. 2. Maximum time allowed for each building check, unless an emergency occurs, shall be as per the flat rate specified in Schedule A, Section 7.

Section 4. Part-Time Employees: The School Board reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 5. Shifts and Starting Times: All employees will be assigned starting time and shifts

as determined by the School Board. Employees shall be entitled to a 15 minute paid break during each four (4) hour period.

Section 6. School Closings: In the event that school is closed for any emergency and the employees are not required to perform services, the employee's compensation shall be reduced accordingly if the employee is informed 12 hours in advance that his or her services are not needed.

Section 7. 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 8. Holidays: Twelve (12) holidays will be observed annually to coincide with the school calendar.

Subd. 1. The following days will be observed as holidays:

Floating Holiday
New Year's Day
President's Day
Good Friday
Memorial Day
Juneteenth
July 4th
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

Subd. 2. Holidays that fall on weekends will be observed on a day established by the School District.

Subd. 3. Time and one-half (1 1/2) shall be paid for any work performed on a holiday.

Subd. 4. The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

Subd. 5. The floating holiday will be scheduled through mutual agreement between the employee and the Building and Grounds Director.

Section 9. Vacations:

Subd. 1. Eligibility: This Section shall apply only to employees who are regularly employed on a twelve (12) month basis and forty (40) hour week. Part-time 12-month regularly employed custodians shall receive this same benefit on a pro-rata

basis.

Subd. 2. Earned Vacations: Full-time employees under these provisions shall accrue vacations as follows:

Years of Service	Vacation Earned
0-4 (5 years)	1 1/2
5-12	1 1/2
13+	2

Subd. 3. Vacation days may be accumulated to a maximum of forty-five (45) days. Vacation days cannot be earned to exceed the maximum number of accumulated days.

Subd. 4. The employer reserves the right to schedule vacations to best meet the needs of the district.

Subd. 5. When a recognized holiday falls within an employee's paid vacation period and such holiday falls on a day the employee would normally either have worked or been excused with pay, that day shall not count as a vacation day.

Subd. 6. An employee shall be entitled to receive pay for unused vacation time provided such employee provides the School District with at least two (2) weeks advance notice of this resignation time.

Section 10. Summer Work Schedule: Between June 1 and August 31, an employee may work a "summer work schedule" that consists of four consecutive ten hour work days. The schedule will be by mutual agreement between the employee and the Buildings and Ground Director. Requests to work a summer work schedule will not be unreasonably denied.

ARTICLE XI DISCIPLINE AND TERMINATION OF EMPLOYMENT

Section 1. Discipline: Until an employee has worked nine (9) months, the right to discipline, discharge or rehire shall be vested solely in the School Board. The employee will not have recourse to the grievance procedure if disciplined during this nine month period. Subsequent to that period, the employee may be disciplined only for just cause and consistent with the Employee Handbook. The employee will 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 2. Resignation: Two (2) weeks notice shall be required of an employee if he or she wishes to resign. Two (2) weeks notice shall be given to an employee if he or she is to be laid off for lack of work.

Section 3. Severance: A full-time custodian who retires from the School District with fifteen (15) or more years of continuous service to the School District, was employed as custodian at Watertown-Mayer before July 15, 2006, and who is at least fifty-five (55) years of age is eligible for severance pay. Custodians hired on or after July 15, 2006 will not be eligible for severance pay.

Subd. 1. An eligible employee must notify the School District office at least 90 calendar days prior to the date of intended retirement to be eligible for severance benefits.

Subd. 2. An eligible employee who elects 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. If the total amount of the School District's match to the custodian's annuity account is more than he or she would have received in severance, the custodian shall not be entitled to receive any severance.

Subd. 3. Notwithstanding the terms of Subd. 2, eligible employees whose age plus years of service to the School District equal or exceed ninety (90) at the time of retirement shall be entitled to severance pay in an amount equal to one-hundred percent (100%) 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. If the total amount of the School District's match to the custodian's annuity account is more than he or she would have received in severance, the custodian shall not be entitled to receive any severance. Employees who receive payment under this subdivision will not receive payment under Subd. 2, above.

Subd. 4. Severance pay shall be based on the employee's total daily rate of pay at the time of retirement, including additional pay for possessing a boiler's license and lead pay differential, but excluding night pay differential.

Section 4. Post-Retirement Health Insurance Contribution: A custodian who meets the criteria established in Section 3 of this Article shall be eligible to continue in the School District health and hospitalization plan, subject to the insurance company's approval. The

School District shall contribute a sum of \$75/month for such insurance coverage for as long as the retired custodian retains coverage. School District contributions shall cease when the retired custodian reaches Medicare eligibility.

ARTICLE XII SENIORITY RIGHTS AND LAYOFF

Section 1. Seniority Rights: The School Board will recognize seniority rights as to order of layoff and recall. An employee who is properly discharged or resigns employment with the School District, shall forfeit seniority and in the event of reemployment in the bargaining unit, his or her seniority rights shall begin as of the date of the reemployment in the bargaining unit.

An employee who resigns her/his bargaining unit position to accept another non-bargaining unit position within the School District shall retain accrued seniority for a period of one year but shall not accrue additional bargaining unit seniority while in the non-bargaining unit position. The employee shall lose accrued bargaining unit seniority if she/he does not return to a bargaining unit position within one year; in such case, the employee's seniority date and seniority rights shall commence on the date the employee is re-employed in a bargaining unit position.

Section 2. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this agreement, and upon acquiring seniority, the seniority date shall relate back to the first date of service of current employment in the bargaining unit. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District.

Section 3. Seniority List: A current seniority list will be furnished to the steward and business agent by June 30 of each year.

Section 4. Layoff: In the event it is necessary to reduce the work force, the least senior employee shall be first laid off.

Section 5. Recall from Layoff: Employees shall be recalled from layoff based on seniority, the last qualified employee laid off shall be the first employee recalled. Employees shall retain recall rights for a period of two (2) years from the date of layoff. Employees recalled from layoff shall have their earned sick leave and seniority reinstated as of the date of layoff. The employee shall forfeit these rights if they fail to report for work within fifteen (15) work days. The employee on layoff status shall keep the office of the Superintendent informed of his or her current address and telephone number.

Section 6. Vacancies: All permanent vacancies in full-time positions will be posted for a period of five business (5) days. A permanent vacancy is defined as one anticipated to last more than four months. A temporary vacancy is defined as one anticipated to last less than four months. A position may be filled temporarily pending completion of posting and

application procedures.

Subd. 1. All employees under this Agreement may submit an application in writing for any vacancy which is posted pursuant to this Article.

Subd. 2. Notice of the candidate selected to fill the vacancy shall be given within fifteen (15) working days after the close of the posting.

Subd. 3. The change or rearrangement of duties within a particular building by the School Board shall not be deemed or considered a vacancy or new position unless it involves a change of three (3) hours or more in the shift assignment.

ARTICLE XIII MEDICAL EXAMINATION

Section 1. Examination Requirement: All employees or applicants for employment shall be required to undergo a physical examination at the direction and the expense of the School District.

Section 2. Physician's Statement: A physician's statement of fitness with notation of any physical defects must be filed in the office of the Superintendent as a pre-employment requirement and as a record for reference in possible compensation insurance claims.

Section 3. Mantoux Examination: All employees must submit to an annual Mantoux test or chest x-ray. Any expense involved will be paid by the School District.

ARTICLE XIV 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 Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, 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 altered 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 this Agreement.

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 holiday, in which event the period run until the end of the next day which is not a Saturday, a Sunday or a 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 bears a dated postmark of the United States mail 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 Board'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 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 Board's designee.

Section 5. Adjustment of Grievance: The School Board 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 Board 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, 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 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 of 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 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 with 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 him or her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA of 1971, as amended.

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 shall be borne by the requesting party.

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 any issue in dispute in its order; the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XV DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force

and effect for the period commencing on July 1, 2025 through June 30, 2027, and thereafter until modifications are made pursuant to the PELRA of 1971, as amended. 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 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, 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 terms of this Agreement.

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

Section 5. Exclusivity: Recognizing that the union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement without regard to membership in the union, the School Board hereby agrees that it will not recognize or negotiate with any other person, association, group, committee, or entity other than the union with respect to such matters.

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

FOR
SCHOOL SERVICE EMPLOYEES
INTERNATIONAL UNION 284
450 Southview Blvd.
South St. Paul, Minnesota 55075

FOR
INDEPENDENT SCHOOL DISTRICT 111
1001 Highway 25 NW
Watertown, Minnesota 55388

(Steward)

(Chair of the School Board)

(Steward)

(Clerk of the School Board)

(Steward)

(Chief Board Negotiator)

(Steward)

(Business Representative)

Dated this __day of _____, 2025

Dated this __day of _____, 2025

SCHEDULE A WAGE SCHEDULES, PAY DIFFERENTIALS AND UNIFORMS

Section 1. Wages:

Step	2025-2026	2026-2027
1	20.04	20.84
2	20.71	21.54
3	21.40	22.26
4	22.13	23.02
5	22.75	23.66
6	23.64	24.58
7	24.38	25.36
8	25.12	26.13
9	25.80	26.83
10	26.46	27.52
11	27.16	28.25

All eligible custodians shall receive step advancements each year of the 2025-2026 and 2026-2027 contract years. If the Watertown-Mayer School District has approved step advancements for any given school year, and if a custodian has worked at least 1000 hours during the previous fiscal year, those qualified custodians will be eligible for a step advancement on July 1st of a given year.

Section 2. Night Shift Differentials: A night shift differential of \$0.65 per hour will be paid for a shift if the custodian works the majority of their hours after 3 pm on that day. Custodians who work a night shift, beginning at 3:00 p.m. or later, shall be allowed thirty (30) minutes, paid time, for lunch or supper during the eight (8) hour work period. Senior qualified custodians shall have the choice of the best shift hours in their building. Custodians who work a ten hour work period between June 1 and August 31 will be allowed a thirty minute paid lunch during this ten hour period if that period extends beyond 7 p.m. All paid breaks need to be taken on site.

Section 3. Lead Pay for Head Custodians:

Building Head Custodian will receive lead pay in the amount of \$3.00 per hour in addition to their regular hourly wage.

Section 4. Boiler License Pay Differentials: A custodian who holds a boiler license shall be compensated per hour according to the type of license held as follows:

Chief	\$0.45
1st Class	\$0.45
2nd Class	\$0.30
Special	\$0.20

A custodian who successfully completes a boiler license test will receive reimbursement from the School District for any test and / or license fee incurred by the employee.

Section 5. Certified Pool Operator License Differential: A custodian with a Certified Pool Operator License will be paid a differential of \$0.20 per hour. The District may limit the number of employees receiving the differential to one designated employee.

Section 6 Uniforms:

For each custodian regularly employed for at least 20 hours per week. The School District shall provide each custodian a \$350 uniform allowance from which the custodian may order shirts, pants, shoes, jackets or boots. All purchases must be submitted in July and December of each year and be preapproved by the Building and Ground Director.

Section 7. Building Checks and Overtime Rates: Building checks shall be compensated at the rate of \$30.00 per one building check \$50.00 for two buildings, or \$110 for three buildings. For purposes of this Section, the Middle School and the High School shall each be considered a separate building. Scheduled building checks will be at the discretion of the Director of Buildings and Grounds. Overtime hours shall be paid at the rate of one and one-half (1 1/2) the employee's normal rate of pay.

Section 8. Weekends and Holidays: Any work on a weekend or holiday as defined in Article X of this Agreement shall qualify for a \$2.00 per hour override, unless the work qualifies for overtime pay or holiday pay as per Federal guidelines.

Section 9. Longevity: A per hour longevity differential shall be paid to each employee based upon the following schedule of continuous years of service as a School District employee (inclusive of bargaining unit and non-bargaining unit employment):

After 5 years of continuous service	\$0.30
After 10 years of continuous service	\$0.65
After 15 years of continuous service	\$0.90
After 20 years of continuous service	\$1.15
After 25 years of continuous service	\$1.40



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.