



DEFINING EXCELLENCE

MASTER AGREEMENT

INDEPENDENT SCHOOL DISTRICT NO. 273,

EDINA PUBLIC SCHOOLS

AND THE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 284

REPRESENTING

BUILDINGS, GROUNDS, AND MAINTENANCE EMPLOYEES

JULY 1, 2022 THROUGH JUNE 30, 2024

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1 - INTRODUCTION	5
Sec. 1.1 Master Agreement	5
Sec. 1.2 Recognition	5
Sec. 1.3 Right to Views	5
Sec. 1.4 Union Dues	5
Sec. 1.5 Union Access to Information	5
Sec. 1.6 Managerial Rights	6
Sec. 1.7 Provisions Contrary to Law	6
SECTION 2 - WAGES AND OTHER COMPENSATION	6
Sec. 2.1 Hourly Wage Schedules	6
Sec. 2.2 Monthly Differentials for Boiler License and Pool Operator Certification	7 8
Sec. 2.3 Longevity Pay	8
Sec. 2.4 Credit for Outside Experience	8
Sec. 2.5 Credit for In-District Experience	8
Sec. 2.6 Supervisory Substitute Compensation	9
Sec. 2.7 Recruitment of new Custodians	9
SECTION 3 - HOURS, ASSIGNMENTS AND OVERTIME	9
Sec. 3.1 Regular Work Week	9
Sec. 3.2 Overtime	9
Sec. 3.3 Snowplowing Overtime	10
Sec. 3.4 Return to Work	10
Sec. 3.5 Emergency Transfers	10
Sec. 3.6 Custodial Shifts	11
Sec. 3.7 Split Shifts	11
Sec. 3.8 Inclement Weather	11
SECTION 4 - VACATION AND HOLIDAYS	12
Sec. 4.1 Vacation Scheduling	12
Sec. 4.2 Holidays	12
SECTION 5 - INSURANCE	12
Sec. 5.1 Life Insurance	12
Sec. 5.2 Accidental Death/Dismemberment Coverage	12
Sec. 5.3 Long Term Disability Insurance	13
Sec. 5.4 Hospitalization-Medical Insurance	13
Sec. 5.5 Dental Insurance	14

Sec. 5.6	Flexible Benefits Plan	14
SECTION 6 - RETIREMENT		14
Sec. 6.1	Retirement	14
Sec. 6.2	Severance Pay	14
Sec. 6.3	Retirement Savings Plans	15
Sec. 6.4	Tax Deferred Matching Contribution Plan	15
SECTION 7 - UNIFORMS		16
SECTION 8 - LEAVES AND ABSENSES		16
Sec. 8.1	Requests for Leave	16
Sec. 8.2	Sick Leave	17
Sec. 8.3	Personal Business Leave	18
Sec. 8.4	Jury Duty	18
Sec. 8.5	Military Leave	18
Sec. 8.6	Child Care Leave	18
Sec. 8.7	Short Term Disability Leave	19
Sec. 8.8	Sick Leave Conversion to Vacation	19
SECTION 9 - SENIORITY, JOB VACANCIES, PROBATIONARY PERIOD		20
Sec. 9.1	Probationary Period	20
Sec. 9.2	Layoffs	20
Sec. 9.3	Vacancies	21
SECTION 10 - DISCIPLINE & DISCHARGE		22
Sec. 10.1	Discipline and Discharge	22
Sec. 10.2	Written Records	22
SECTION 11 - GRIEVANCES & ARBITRATION		23
Sec. 11.1	Definitions and Interpretation	23
Sec. 11.2	First Step	23
Sec. 11.3	Second Step	23
Sec. 11.4	Third Step	24
Sec. 11.5	Submission to Arbitration	24
Sec. 11.6	Jurisdiction and Authority of Arbitrator	24
Sec. 11.7	Representation	25
Sec. 11.8	Time Limitations	25
Sec. 11.9	Number of Arbitrators	25
SECTION 12 - DURATION AND RENEGOTIATION OF AGREEMENT		25
Sec. 12.1	Term of Agreement	25

Sec. 12.2	Effect of Agreement	25
Sec. 12.3	Termination or Modification	26
Sec. 12.4	Negotiations During Term	26
SECTION 13 - DOCUMENT AUTHORIZATION		26
APPENDIX A - Memorandum of Understanding		27

1. INTRODUCTION

1.1 Master Agreement

This Agreement is made and entered into by and between Independent School District No. 273, Edina Public Schools, ("Employer") and Service Employees International Union, Local No. 284, ("Union").

1.2 Recognition

The Employer recognizes the Union as the exclusive representative for the purpose of negotiating terms and conditions of employment for all buildings, grounds, and maintenance employees employed by Independent School District No. 273, Edina, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding managerial, confidential, supervisory and all other employees.

1.3 Right to Views

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the terms and 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 Union.

1.4 Union Dues

Employees shall have the right to request and be allowed dues checkoff for the organization of their selection. Upon receipt of a properly executed authorization (including written or electronic), the Employer will deduct monthly the dues that the service employees have agreed to pay to the organization during the period provided in said authorization and remit these dues to the Union. The Union will indemnify, defend and hold the District harmless against any claims made against and any suits instituted against the Employer, its officers or employees, by reason of the deduction of association dues.

1.5 Union Access to Information

Upon request, the Employer shall make available to the Union a bargaining unit list of employees including name, address, phone numbers, electronic mail address(es), work hours, work

location, classification, wage schedule placement, and dates of employment. Additionally, the Employer will notify the Union of new hires on a monthly basis.

1.6 Managerial Rights

State law has vested in the Employer the full authority and power to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules, and regulations for the Employer. All such authority and power of the Employer will continue unimpaired, except as limited by a specific provision of this Agreement.

1.7 Provisions Contrary to Law

Any portion of this Agreement that violates any provision of state or federal law, or any rules or regulations promulgated thereunder, either now or hereafter, are null and void and without force and effect.

If any provision of this Agreement or the application of any provision under any circumstances is held invalid, that provision is severable and it will not affect any other provisions of this Agreement or the application of provisions under other circumstances.

2. WAGES AND OTHER COMPENSATION

2.1 Hourly Wage Schedules

2022-2023

The following hourly wage schedule applies during the period of July 1, 2022 through June 30, 2023:

Step	High School/ ECC Night Lead	Building Repair	Middle School Night Lead	Groundskeeper	Elementary Night Lead	Custodian Specialist*	Custodian
1	\$ 27.88	\$ 27.38	\$ 27.47	\$ 27.02	\$ 26.96	\$ 23.61	\$ 21.53
L6	\$ 28.13	\$ 27.63	\$ 27.72	\$ 27.27	\$ 27.21	\$ 23.86	\$ 21.78
L11	\$ 28.38	\$ 27.88	\$ 27.97	\$ 27.52	\$ 27.46	\$ 24.11	\$ 22.03
L16	\$ 28.63	\$ 28.13	\$ 28.22	\$ 27.77	\$ 27.71	\$ 24.36	\$ 22.28
L21	\$ 28.88	\$ 28.38	\$ 28.47	\$ 28.02	\$ 27.96	\$ 24.61	\$ 22.53
L30	\$ 29.13	\$ 28.63	\$ 28.72	\$ 28.27	\$ 28.21	\$ 24.96	\$ 22.78

Eligible employees to advance one (1) step on the wage schedule as

of July 1, 2022.

*Any classification V custodian employed at the time of ratification of the 2022-2024 Agreement will be placed on the Custodian Specialist wage schedule based on their years of service.

2023-2024

The following hourly wage schedule applies during the period of July 1, 2023 through June 30, 2024:

Step	High School/ ECC Night Lead	Building Repair	Middle School Night Lead	Groundskeeper	Elementary Night Lead	Custodian Specialist	Custodian
1	\$ 28.56	\$28.06	\$28.14	\$ 27.69	\$ 27.62	\$ 24.20	\$ 22.06
L6	\$ 28.82	\$28.32	\$28.40	\$ 27.95	\$ 27.88	\$ 24.46	\$ 22.32
L11	\$ 29.07	\$28.57	\$28.66	\$ 28.21	\$ 28.13	\$ 24.71	\$ 22.58
L16	\$ 29.33	\$28.83	\$28.91	\$ 28.46	\$ 28.39	\$ 24.97	\$ 22.83
L21	\$ 29.59	\$29.09	\$29.17	\$ 28.72	\$ 28.65	\$ 25.23	\$ 23.09
L30	\$ 29.84	\$29.34	\$29.43	\$ 28.98	\$ 28.90	\$ 25.58	\$ 23.34

Eligible employees to advance one (1) step on the wage schedule as of July 1, 2023.

2.1.1 Saturday Shift Differential

For all custodial hours worked on a Saturday, the employee will be compensated with a Saturday differential of \$0.50 per hour.

2.1.2 Sunday Shift Differential

For all custodial hours worked on a Sunday, the employee will be compensated at two times the regular rate of pay.

2.2 Monthly Differentials for Boiler License and Pool Operator Certification

An eligible employee who furnishes to the Human Resources Department a copy of a valid and current boiler operator's license card and/or pool operator certification issued by the State of Minnesota will be eligible for an additional monthly salary differential, as follows:

<u>License</u>	<u>Monthly Differential</u>
Special	\$13.00
Second Class	\$18.00
First Class	\$28.00
Chief	\$38.00
Pool	\$28.00

2.3 Longevity Pay

Eligibility for advancement to a longevity step on the wage schedule will be determined as of July 1 with new employees hired prior to January 1 considered to have worked for one year for the purposes of step advancement. Employees will qualify to move to the applicable longevity step of the hourly wage schedule after five years, ten years, fifteen years, twenty years, and twenty-nine years of service to the Employer within this bargaining unit.

For employees employed prior to July 1, 2022, the longevity calculation will include years of service in the combined Transportation Department and Buildings and Grounds Department bargaining unit that existed prior to the BMS Unit Amendment Order of August 2022. Effective January 1, 2023, employees granted credit for outside experience at the time of hire resulting in an initial placement on a longevity step will advance to the next longevity step after five years of service to the Employer within this bargaining unit (e.g., an employee granted outside experience and placed at step L6 at the time of hire must work five full years for the Employer before advancing to step L11).

2.4 Credit for Outside Experience

Credit may be granted by the Human Resources Department for appropriate outside experience at the time of employment. No new employee will be hired at the longevity rate.

2.5 Credit for In-District Experience

2.5.1 Step Advancement for New Employees

New employees hired prior to January 1 who are still employed by the District on the following June 30 will be considered to have worked one year for purposes of salary increases and vacation privileges.

2.5.2 New Classification

A current employee who moves to a higher paid classification will be placed at (1) the first step of the wage schedule in the new classification or (2) at the first step that exceeds his or her current hourly rate by at least \$0.50 per hour, whichever is greater.

2.6 Supervisory Substitute Compensation

The Director of Buildings and Grounds, or designee, will appoint an employee to replace the night lead temporarily absent for three or more consecutive working days. Beginning with the first day of the replacement period, the appointed employee will be paid the night lead rate at step one. If step one is equal to or less than the appointed employee's regular rate of pay, the appointed employee will be paid at the night lead's step that is the next step higher than the appointed employee's regular rate of pay. In no circumstance will the appointed employee be paid at a rate lower than the employee's regular rate of pay.

2.7 Recruitment of New Custodians

An employee will receive \$250 from the Employer for each new custodian that the employee recruits to work for the Employer. The compensation will be provided after the recruited employee completes the probationary period set forth in Section.

3. HOURS, ASSIGNMENTS, AND OVERTIME

3.1 Regular Work Week

The regular work week consists of five consecutive days totaling 40 hours. The work week commences at 12:01 a.m. on Monday and concludes at midnight the following Sunday. This work week will be used to determine overtime. The five consecutive days need not fall within a single Monday through Sunday work week.

3.2 Overtime

An employee will be paid at one and one-half times the employee's regular rate for work in excess of 40 hours per week, which includes days worked and holidays. Hours not worked by an employee due to a holiday will count as hours worked for purposes of calculating when an employee has exceeded 40 hours of work in a work week and is thus entitled to overtime pay. Sick leave and vacation days will not be included in calculating

overtime.

Overtime hours worked on a holiday designated in this Agreement, whether the actual holiday or an observed holiday, will be paid at two times the regular rate. This payment is in addition to any holiday pay the employee may be eligible for under this Agreement.

Overtime will be assigned to employees and is rotated as equitably as possible among the employees who are qualified to handle the work as determined by the Employer. When the district has been notified of possible overtime situations, the overtime work will be posted at least one week prior to the scheduled event.

Overtime will first be offered to employees within the specific worksite and then to employees at other sites. The Employer will utilize the maintained district-wide list of employees willing to work overtime when employees within the worksite are not willing to work overtime. In the event no employee is willing to work overtime, the Employer will assign an employee on a rotational basis using reverse seniority at the building.

The Employer, insofar as possible, will include pay for the overtime with the paycheck for the period following the period in which the overtime was earned.

Overtime pay will be calculated using the employee's regular rate of pay as defined by state and federal law.

3.3 Snowplowing Overtime

An employee who works hours outside the employee's assigned shift for snowplowing purposes are compensated at one and one-half times the regular rate.

3.4 Return to Work

An employee called into work receives a minimum of two hours of pay regardless of hours worked. This "called into work" provision does not include the extension of a regular shift.

3.5 Emergency Transfers

The Employer may transfer an employee in an emergency or to fill a temporary vacancy without posting that position, provided the transfer does not exceed 180 calendar days. During the period of

reassignment, if the temporary assignment is to fill a Night Lead, Building Repair, or Groundskeeper position, the employee will be paid at the rate of pay provided for the temporary position under the terms of this contract. The Employer will notify in writing the union steward of transfers exceeding five days indicating the effective date of the temporary transfer. This notification will be completed prior to the tenth day of the temporary transfer.

3.6 Custodial Shifts

Each custodial position is assigned to the first shift, second shift or third shift. Saturday and Sunday differentials apply to snowplowing duties.

The first shift is any shift where the majority of the scheduled hours to be worked during a work week fall within a period between 6:00 a.m. and 2:00 p.m.

Second shift is any shift in which the majority of the scheduled hours worked during a work week fall between the hours of 2:00 p.m. and 10:00 p.m.

Third shift is any shift in which the majority of the scheduled hours worked during a work week fall between 10:00 p.m. and 6:00 a.m.

3.7 Split Shifts

There are no split shifts unless approved by the employees. Split shifts are defined as two periods of work in one day separated by more than a one-hour period.

3.8 Inclement Weather

On days when school or all activities are cancelled for all or part of the day during a custodian's shift due to inclement weather, all employees normally assigned custodial duties for all or part of the day are expected to report for work to the site at which the custodial duties are normally performed.

An employee that works on these days will earn a day off with pay. The employee and the supervisor will work together to ensure the time earned is not forfeited. Earned time off must be used by August 31 each year.

If an employee is scheduled to work when school or activities are cancelled due to inclement weather but not able to report to work, the employee will be paid for the assigned hours the

employee works on a normal workday.

4. VACATION AND HOLIDAYS

A twelve-month employee receives vacation days as follows:

<u>Years of Service in Unit</u>	<u>Number of Vacation Days</u>
1-5	10
6-12	15
13-19	20
20 or more	25

A twelve-month employee will be credited with vacation on a prorated basis at the time of hire and each subsequent July 1. Upon an employee's departure from employment with the Employer any unused, unearned vacation will be deducted from the employee's final payment. A twelve-month employee may carry up to ten days of vacation from one fiscal year to the next fiscal year.

4.1 Vacation Scheduling

An employee may schedule vacation on any day or days subject only to the requirement that sufficient employees remain on the job to constitute an efficient work force, as determined by the Custodial Supervisors in each building.

All vacation requests submitted prior to March 1st for the following fiscal year (July 1 to June 30) will be granted on a seniority basis. All other requests for vacation must be received by the supervisor two weeks in advance and will be granted on a first come first serve basis.

4.2 Holidays

There will be 12 holidays with pay per year. Placement of days is determined by the Employer, after consultation with the Union Steward.

5. INSURANCE

5.1 Life Insurance

An employee working 25 or more hours per week is eligible to participate in the Employer's group term life insurance program and is insured for an amount equal to the whole number of thousands of annual base salary. The Employer pays the entire premium for this coverage.

5.2 Accidental Death and Dismemberment Coverage

An employee working 25 or more hours per week is eligible for accidental death and dismemberment insurance in an amount equal to the employee's annual salary rounded up to the next whole thousand. The Employer pays the entire premium for this coverage.

5.3 Long-Term Disability Insurance

An employee working 25 or more hours per week is eligible to participate in the Employer's long-term disability insurance program. The Employer pays the entire premium for this coverage.

5.4 Hospitalization-Medical Insurance

An employee working 25 or more hours per week may enroll for single, single plus one, or family coverage in the Employer's hospitalization-medical insurance program. Participation in this program is voluntary. The maximum monthly Employer contribution toward the premium for the type of coverage in which a full-time employee is enrolled will be as follows:

Type of Coverage	Employer Maximum Monthly Contribution
Single	\$701.43
Single + One	\$1,215.40
Family	\$1,564.57

Two eligible employees who are legal spouses may choose to be covered under two separate single Employer hospitalization-medical insurance plans ("plan"). If two eligible employees who are legal spouses choose to be covered by one family or single plus one plan, the married employees will receive a monthly Employer contribution equal to two single Employer contributions to the enrollee's premium. This election must be made during (1) the open enrollment period or (2) upon the occurrence of a qualifying event, as defined by the hospitalization-medical insurance carrier.

If an employee selects a plan for which the monthly premium is less than the Employer contribution toward the premium, the Employer will deposit the excess contribution into the employee's health reimbursement account.

An employee enrolled in the Employer's hospitalization-medical insurance program will contribute through payroll deduction any excess of the monthly premium over the maximum Employer

contribution toward the type of coverage for which the employee is enrolled.

An employee receiving wage replacement benefits from the Employer's workers' compensation carrier or the long-term disability carrier remains eligible for the Employer contribution towards a plan.

5.5 Dental Insurance

An employee working 25 or more hours per week may participate in the Employer's dental plan. An employee who enrolls in the program will contribute the entire premium through payroll deduction.

5.6 Flexible Benefits Plan

An employee is eligible to participate in the Flexible Benefits Plan established by the Employer, however, the employee must meet all other requirements for eligibility set forth in the Flexible Benefits Plans.

6. RETIREMENT

6.1 Retirement

An employee who retires may elect to maintain participation in the Employer's hospital medical insurance program by paying the full premium costs of this program in accordance with Minn. Stat. § 471.61.

6.2 Severance Pay

6.2.1 Eligibility for Severance Pay (Employees hired prior to July 1, 1990)

In order to be eligible for severance pay, an employee must have attained the age of 55 years as of June 30 of the school year in which an application is made and must have completed a minimum of 20 full years of continuous service to the Employer.

Severance pay is only available to employees hired prior to July 1, 1990. No severance pay will be paid to any employee who is discharged for cause.

6.2.2 Severance Pay Payment

At the time of retirement, unused sick leave accumulation over 90 days will be converted to severance pay at the rate of one day of severance pay for each two days of sick leave. The amount of severance pay is determined by multiplying \$85.00 by

the number of days of severance pay for which the employee is eligible. In no case, however, will the severance pay exceed \$5,000.

6.2.3 Application and Payment

An employee's application for severance pay at the end of the school year must be submitted to the Human Resources Department by February 1. An employee will receive the employee's severance payment in three equal installments. These payments will be made on July 15 of each year, following the effective date of retirement in accordance with Minn. Stat § 465.72.

6.2.4 Reduction for Tax-Deferred Matching Contribution

The amount of severance pay for which an employee may be eligible under this section is reduced by the amount of any Employer contribution that has been made to that employee's tax-deferred matching contribution plan account.

6.3 Retirement Savings Plans

An employee may participate in a retirement savings program by contributing a portion of the employee's base salary to this program. A list of eligible programs is available on the Employer's website and with the Business Services Department.

6.4 Tax-Deferred Matching Contribution Plan

An Employer contribution is payable to an employee's tax-deferred matching contribution plan, subject to the following provisions.

6.4.1 Eligibility

Only an employee who is beginning their sixth year of service as determined under Section 2.4 and whose regular assignment is equivalent to or greater than 25 hours per week is eligible for the matching Employer contribution provided in this article.

6.4.2 Approved Plan

The employee's tax-deferred matching contribution plan must be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b).

6.4.3 Matching Salary Deduction

The Employer contribution is not payable unless the employee authorizes a matching salary reduction in the amount he or she is eligible to receive in under this Agreement.

6.4.4 Employer Contribution

The Employer contribution will be up to 2% of the employee's annual base salary.

6.4.5 Employee and Employer Contribution

The Employer contribution and matching employee contribution will be made to an Employer-approved company of the employee's choice, subject to Section 6.4.2. The employee is responsible for making all arrangements required by the company to ensure that proper payment can be made by the Employer.

7. UNIFORMS

Employees shall report to work with the uniform type approved by the Director of Buildings and Grounds or designee. Items requiring an official logo must be purchased through an approved vendor.

Annually the employer will pay a uniform allowance to the employee in the amount of \$225. New employees must purchase their uniforms within 30 days after employment and will receive the uniform allowance on their first paycheck.

8. LEAVES AND ABSENCES

8.1 Requests for Leave

Leave requests should be submitted to the employee's supervisor. The supervisor will respond to the leave request as soon as possible but within a maximum of three working days after receiving the leave request.

If the supervisor is not available to make the decision within this timeframe, or if a leave is denied and the employee disagrees with the decision, the employee should contact the Human Resources Department to discuss the leave. Any unique circumstances surrounding the leave request will be considered as it relates to legal obligations or other factors presented by the employee.

In situations where the number of leave requests exceeds the ability to grant the leave, leave approvals will first be

determined by the request date of the leave with seniority being the secondary criteria.

8.1.1 Leaves for Good Cause

There is no loss of job or seniority in case of leaves of absence for good cause. The Employer determines whether the leave of absence is for good cause.

8.2 Sick Leave

An employee is entitled to sick leave of one working day per month worked, accumulative without limit. An employee will be credited with sick leave on July 1. If employment is concluded before the end of any year, sick leave days will be prorated. Accumulated sick leave is to be used for personal illness or serious illness of the employee's immediate family. Sick leave may not be used for absence due to accident resulting from employment with another employer.

An employee may use leave allowance provided by the Employer for absences due to an illness or injury to the employee's dependent child, adult child, spouse, sibling, parent, grandparent, or stepparent, for such reasonable periods as the employee's attendance may be necessary, on the same terms the employee is able to use accumulated leave allowance for the employee's own illness or injury.

When a medical doctor certifies that home care is essential because of illness or injury of the employee's spouse, the employee may deduct up to 15 days from accumulated leave allowance at no wage deduction.

If the Employer reasonably believes that an employee is abusing the use of sick leave, the Employer may require the employee to provide a note from a physician indicating that an absence was due to illness that prevented the employee from performing their work duties. Normally, the Employer will provide advance notice to the employee that the Employer believes an abuse of sick leave is occurring and that the employee will be required to provide a physician's note for a subsequent absence; however, the Employer may require a physician's note without advance notice if the Employer has information that causes the Employer to reasonably believe that an employee is abusing the use of sick leave. The Employer may designate the physician the employee is required to see if medical certification is required. If the Employer designates the physician the employee is required to see for medical certification, then the

Employer will reimburse the employee for any out-of-pocket medical costs incurred in obtaining the physician's note.

8.2.1 Use of Sick Leave for Bereavement

For death or illness in the immediate family (immediate family includes spouse, children, mother, father, brother, sister, grandparents and grandchildren; also in-laws of a similar degree of relationship), up to five days of current sick leave may be used. For death or illness in other than the immediate family, up to three days of current sick leave may be used upon the approval of the Human Resources Department.

8.3 Personal Business Leave

An employee may use a maximum of four days of paid leave, up to 32 hours, during any one contract year for the transaction of personal business that cannot occur outside school duty hours. Personal business leave is deducted from accumulated sick leave. Examples of personal business that qualify for use of leave allowance are court appearances, real estate closings and significant family events such as weddings and commencement ceremonies. Activities of a social nature would not qualify, nor would avocational activities or negotiations for a change in regular employment.

The specific reason for the requested leave does not have to be given. Requests for personal business leave must be submitted to the employee's supervisor in writing at least three days in advance, except in cases of extreme emergency, and are subject to the approval of the Human Resources Department. Adequate staffing for buildings and departments must be ensured as determined by the supervisor.

8.4 Jury Duty

An employee who is absent because of required jury duty or a subpoena for any court duty will be granted leave and will be paid by the Employer the difference between the regular salary and the fee received for the required jury or court duty.

8.5 Military Leave

Military service leave will be granted in accordance with state and federal law.

8.6 Child Care Leave

An employee is eligible for a leave of absence without pay for a period of up to 12 months for child care purposes. The employee will submit an application for child care leave at least 60 calendar days before requested leave is to begin. The 60-day requirement may be waived when an emergency makes notice impossible. Child care will commence at a date agreed upon between the Employer and the employee. Failure to return to work upon expiration of a leave of absence will result in termination of employment. The employee will be reinstated to the employee's original job or to a custodial position with no reduction of monthly pay and will retain all seniority and leave benefits accrued prior to taking the leave of absence.

8.7 Short Term Disability Leave

The Employer will provide short-term disability leave coverage for employees who have exhausted accumulated sick leave days prior to the commencement of long-term disability benefits.

8.7.1 Eligibility

An employee who has been employed by the Employer for one calendar year will become eligible for short-term disability leave coverage after the employee has been totally and continuously disabled and unable to work for 15 consecutive duty days, as certified by a medical doctor. An employee who receives short-term disability leave coverage is ineligible to receive it again until 12 months after the date of the last payment.

8.7.2 Short-Term Disability Leave Allowance

Short-term disability leave payments commence as of the 16th continuous duty day the employee is totally unable to work or after the last day of paid sick leave, whichever occurs last. Short-term disability leave will end after the employee has been unable to work for 65 continuous duty days.

8.7.3 Short-Term Disability Leave Payments

Short-term disability leave payments will be 50% of an employee's daily rate of pay. If an employee works hours that vary, an average of the previous six weeks of pay will be used to determine the daily rate.

8.8 Sick Leave Conversion to Vacation

After a twelve-month employee has accumulated 90 days of unused sick leave, the employee may convert additional sick leave to vacation days at the rate of one vacation day for each two days

of unused sick leave. Forms requesting this election must be received in the Payroll office no later than July 15th. There is no vacation conversion for less than two-day segments of accumulated sick leave. Up to four days of vacation may be converted each year. These vacation days are subject to the provisions of Section 4.

9. SENIORITY, JOB VACANCIES, PROBATIONARY PERIOD

9.1 Probationary Period

All new employees will be on probation for a period of one year. During this time period, the Employer has the unqualified right to terminate the probationary employee without assigning any cause for the termination. After serving the probationary period, the employee, if retained, will be a non-probationary employee and assigned the privileges afforded to a non-probationary employee.

If a non-probationary employee is transferred or promoted to a new classification, the employee will serve a new probationary period of 90 calendar days in the new classification. During the probationary period in a new classification, the Employer may reassign the employee to the former classification if the employee's performance in the new classification is unsatisfactory. Also, during the probationary period in the new classification, the employee has the right to return to a position within the employee's former classification, without loss of seniority.

9.2 Layoffs

Layoffs due to employee reductions will be on the basis of seniority. The last employee hired will be the first laid off. An employee who is laid off will be offered re-employment before a new employee is hired; however, an employee retained or recalled must be qualified to perform the work available. An employee who is laid off will be called back in reverse order of lay off. An employee on layoff retains the employee's seniority and right to recall for a period of two years from the date of layoff.

9.2.1 Callback to Position

An employee notified of call back must report to duty within 15 days of the date the notice of call back has been mailed by certified mail. The notice will be sent to the last known address of the employee and the union steward. Failure to respond within 15 calendar days constitutes a waiver of rights

and the employee will be terminated.

9.2.2 Bumping Procedure

A laid off night lead, building repair, or groundskeeper employee may immediately bump into a custodian position provided that the employee is qualified. The less senior person will be laid off in turn.

The Employer will combine custodian positions, if practicable, to provide a total of 40 hours per week to laid off senior employees. The least senior custodian employees will be laid off in turn.

A laid off night lead, building repair, or groundskeeper employee who bumps into a different position is "red-circled" and will continue to be paid at the then-current equivalent hourly rate of pay and benefits. A "red-circled" rate applies to the individual employee, not to the position.

An employee holding day positions or lead night custodians who were laid off will revert to a position in the employee's previous classification provided he or she is qualified, as determined by the Employer, and have more seniority than other employees in that classification.

9.3 Vacancies

A custodial job vacancy is posted at each building for five business days. In the event no employee applies for a vacancy, the least senior employee may be required to fill the vacancy. Job vacancies will be posted on the Employer's website.

9.3.1 Application for Job Vacancies

An employee interested in being considered for job vacancies should submit a letter of application outlining the employee's work history within and outside of the District. An employee who submits a letter of application for any posted vacancy pursuant to this section will be interviewed. Interviews may be in the form of preliminary screening interviews in an effort to allow the Employer to determine finalists for the position. A probationary employee is not eligible to apply for posted vacancies without the employee's supervisor's approval.

9.3.2 Selection for Job Vacancies

Vacant positions will be filled by the Employer with the most

qualified candidate. In making its determination, the Employer will consider current employees' qualifications and Employer seniority along with other relevant factors. These relevant factors include, but are not limited to, quality of work, dependability, general work ethic, customer service, and interpersonal skills as observed or reported by the employees' supervisors. Employees from within the bargaining unit who apply for promotion or transfer will be given priority consideration. The decision for advancement, transfers, or promotions will be made by the Employer.

9.3.3 Employee Applicant Feedback

An employee applicant not offered a position has the right to request feedback from the Employer so he or she can increase skills or correct deficiencies in order to be considered for future job postings.

10. DISCIPLINE AND DISCHARGE

10.1 Discipline and Discharge

The Employer has the right to impose disciplinary actions on employees for just cause. Disciplinary actions by the Employer will normally take the course of #1, 2, 3 and 4, except in cases of a serious magnitude that could seriously jeopardize the safety of the students, fellow employees or the physical and financial assets of the school district, including falsification of time records.

- 1 - Oral reprimand
- 2 - Written reprimand
- 3 - Suspension without pay
- 4 - Discharge

An employee who is subjected to the above actions has the right to request that these actions be reviewed through the recourse of the grievance procedure.

10.2 Written Records

If an employee has a deficiency of such magnitude that a written record is made of it, the employee and the Union Steward will be provided with a copy of the report. An employee's records will be examined annually by the administration and a notation will be made on any record of deficiency that has been satisfactorily corrected. Uncorrected deficiencies will be called to the attention of the employee and the Union in writing. Reasonable

time and assistance will be granted for the correction of deficiencies. An employee who fails to correct deficiencies will be asked to resign or be discharged.

11. GRIEVANCES AND ARBITRATION

11.1 Definitions and Interpretation

11.1.1 Grievance

A "grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

11.1.2 Days

Reference to "days" regarding time periods within this section refers to working days. A "working day" is defined as all weekdays not designated as holidays by state law.

11.1.3 Computation of Time

In computing any period of time within this section, the date of the act, event, or default for which the designated period of time begins to run will not be included. The last day of the period so computed will be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

11.1.4 Filing and Postmark

The filing or service of any notice or document herein will be timely if it is personally serviced or if it bears a certified postmark of the United States Postal Service within the time period.

11.2 First Step

An employee with a grievance will take the matter up with the immediate supervisor within six scheduled working days after the alleged original occurrence of the grievance.

11.3 Second Step

An employee who is not satisfied with the disposition of the grievance at the first step will, with the assistance of the Union Steward, file a written statement of the grievance with

the Director of Human Resources within 15 scheduled working days after the first step discussion with the immediate supervisor.

The written statement must (1) be dated and signed by the employee and (2) set forth the facts and state the provisions of the Agreement alleged to have been violated.

If the parties fail to agree, or the matter has not been satisfactorily adjusted within 15 scheduled working days after the grievance has reached the second step, the employee may appeal the grievance to the third step.

11.4 Third Step

An employee who is not satisfied with the disposition of the grievance at the second step will file a copy of the written statement of the grievance with the Superintendent within ten scheduled working days after the disposition of the grievance at the second step.

The Superintendent or designee and the Business Representative or designee will then attempt to resolve the grievance and provide a written statement to the Union within ten scheduled working days after receiving the third step written statement of grievance.

11.5 Submission to Arbitration

The Union may submit to arbitration any grievance that has been properly processed through the third step of the formal grievance procedure. A grievance may only be advanced to final and binding arbitration provided that the employee has not elected to pursue a veteran's discharge hearing and the timeline for such hearing has been exhausted, if applicable.

The Union must file with the Superintendent a written notice of intention to arbitrate within 15 scheduled working days after disposition of the grievance at the third step. The parties will select an arbitrator in accordance with Minnesota Statutes, Section 179A.21 of PELRA.

11.6 Jurisdiction and Authority of Arbitrator

The arbitrator has jurisdiction only over those grievances that have been properly submitted to arbitration in accordance with the terms of this Agreement. The arbitrator has no power to add to or subtract from, or change, modify or amend in any way the

terms and conditions of employment set forth in this Agreement; nor does the arbitrator have any power to hear or determine any dispute involving matters of inherent managerial policy. The decision of the arbitrator is subject to all the limitations of arbitration decisions set forth in PELRA. Within these constraints the decision of the arbitrator is final and binding.

11.7 Representation

An employee, supervisor or the School Board may be represented at any stage of the formal grievance procedure by any person or agent designated by the represented party to act in its behalf.

11.8 Time Limitations

Since it is important that grievances be processed as rapidly as possible, the time limitations specified in this Agreement are considered as a maximum and every effort will be made to expedite the process.

Time limitations may be extended only by mutual consent. Failure of an employee or the Union to comply with the limitations specified constitutes a waiver of the grievance. Failure of a supervisor to act within the time limitations specified constitutes a denial of the grievance and the employee or the Union may proceed to the next stage.

11.9 Number of Arbitrators

Arbitration proceedings are limited to the services of one arbitrator.

12. DURATION AND RENEGOTIATION OF AGREEMENT

12.1 Term of Agreement

This Agreement becomes effective on July 1, 2022, and will continue in full force and effect to and including June 30, 2024, and annually thereafter except as modified or terminated in accordance with the provisions of this Section.

In the event negotiations are not completed by July 1, 2024, terms of the Agreement will remain in full force and effect and any scheduled longevity increases will be granted as specified in this Agreement.

12.2 Effect of Agreement

Any and all prior agreements, resolutions, practices, policies,

rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

12.3 Termination or Modification

Either party desiring to terminate or modify this Agreement must notify the other party in writing at least 60 days but not more than 90 days prior to June 30 of any year thereafter.

12.4 Negotiations During Term

The parties mutually acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right to meet and negotiate (except by mutual consent) regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.

13. DOCUMENT AUTHORIZATION

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

Service Employees International
Union Local 284

Independent School District
No. 273

Jeff Leys, Contract Organizer

Erica Allenburg, Chairperson

Chris Horton, Union Steward

Karen Gabler, Clerk

Dated this __ day of May 2023.

Dated this __ day of May 2023.

APPENDIX A

Memorandum of Understanding

WHEREAS, SEIU Local 284 ("Union") and Edina Public Schools ("District") are parties to a collective bargaining agreement ("Agreement") with a term of July 1, 2022 to June 30, 2024; and

WHEREAS, the parties discussed the scheduling and assignment of overtime during negotiations that resulted in this Agreement; and

WHEREAS, the parties desire to continue discussions as needed and necessary over the life of this Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Union and the District agree that the subject matter of Section 3.2 is a proper subject for meet and confer discussions in a Labor-Management forum that may be called by either party over the life of the Agreement.