Edina Public Schools

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, 2026 THROUGH JUNE 30, 2028

Approved by the ISD 273 School Board 10.12.2026.

Accessibility Compliant

Table of Contents

1. INTRODUCTION 1
   1.1 Master Agreement 1
   1.2 Recognition 1
   1.3 Right to Views 1
   1.4 Union Dues 1
   1.5 Union Access to Information 1
   1.6 Managerial Rights 2
   1.7 Provisions Contrary to Law 2
2. WAGES AND OTHER COMPENSATION 2
   2.1 Hourly Wage Schedules 2
   2.2 Monthly Differentials for Boiler License and Pool Operator Certification 3
   2.3 Longevity Pay 4
   2.4 Credit for Outside Experience 4
   2.5 Credit for In-District Experience 4
   2.6 Supervisory Substitute Compensation 4
   2.7 Recruitment of New Custodians 4
3. HOURS, ASSIGNMENTS, AND OVERTIME 5
   3.1 Regular Workweek 5
   3.2 Overtime 6
   3.3 Snowplowing Overtime 6
   3.4 Return to Work 6
   3.5 Emergency Transfers 6
   3.6 Custodial Shifts 7
   3.7 Split Shifts 7
   3.8 Inclement Weather 7
   3.9 Four (4) Day Workweeks During the Summer Months 7
4. VACATION AND HOLIDAYS 8
   4.1 Vacation Scheduling 8
   4.2 Holidays 8
5. INSURANCE 9

5.1 Life Insurance 9
5.2 Accidental Death and Dismemberment Coverage 9
5.3 Long-Term Disability Insurance 9
5.4 Hospitalization-Medical Insurance 9
5.5 Dental Insurance 10
5.6 Flexible Benefits Plan 10
6. RETIREMENT 10
6.1 Retirement 10
6.2 Severance Pay 10
6.3 Retirement Savings Plans 11
6.4 Tax-Deferred Matching Contribution Plan 11
7. UNIFORMS 12
8. LEAVES AND ABSENCES 12
8.1 Requests for Leave 12
8.2 Sick Leave 13
8.3 Personal Business Leave 14
8.4 Jury Duty 14
8.5 Military Leave 14
8.6 Childcare Leave 14
8.7 Short Term Disability Leave 15
8.8 Sick Leave Conversion to Vacation 15
9. SENIORITY, JOB VACANCIES, PROBATIONARY PERIOD 16
9.1 Probationary Period 16
9.2 Layoffs 16
9.3 Vacancies 17
10. DISCIPLINE AND DISCHARGE 18
10.1 Discipline and Discharge 18
10.2 Written Records 18
11. GRIEVANCES AND ARBITRATION 18
11.1 Definitions and Interpretation 18
11.2 First Step 19

11.3 Second Step 19
11.4 Third Step 19
11.5 Submission to Arbitration 19
11.6 Jurisdiction and Authority of Arbitrator 20
11.7 Representation 20
11.8 Time Limitations 20
11.9 Number of Arbitrators 20
12. DURATION AND RENEGOTIATION OF AGREEMENT 21
12.1 Term of Agreement 21
12.2 Effect of Agreement 21
12.3 Termination or Modification 21
12.4 Negotiations During Term 21
13. DOCUMENT AUTHORIZATION 22

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 Exclusive Representative. The Exclusive Representative will submit a written certification to the Employer that the Exclusive Representative has received an authorization signed by the employee authorizing the deduction of union dues. 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 union dues.

1.5 Union Access to Information

As required by law, 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, job classification, wage schedule placement, and dates of employment. Additionally, the Employer will notify the Union of new hires, transfers out of the bargaining unit, and separations from employment, in the time period required by law.

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

2026-2027

The hourly wage schedule for July 1, 2026 - June 30, 2027 is as follows:

Step	High School/ ECC Night Lead	Building Repair	Middle School Night Lead	Grounds -keeper	Elementary Night Lead	Custodian Specialist	Custodian
1	$32.44	$31.86	$31.96	$31.45	$31.37	$27.47	$25.05
L6	$33.05	$32.47	$32.57	$32.06	$31.97	$28.04	$25.59
L11	$33.33	$32.77	$32.87	$32.35	$32.25	$28.34	$25.90
L16	$33.63	$33.06	$33.15	$32.63	$32.56	$28.64	$26.18
L21	$33.93	$33.36	$33.44	$32.93	$32.86	$28.94	$26.48
L30	$34.21	$33.64	$33.75	$33.23	$33.14	$29.34	$26.76

Eligible employees to advance one (1) step on the wage schedule as of July 1, 2026.

2027-2028

The hourly wage schedule for July 1, 2027 - June 30, 2028 is as follows:

Step	High School/ ECC Night Lead	Building Repair	Middle School Night Lead	Grounds -keeper	Elementary Night Lead	Custodian Specialist	Custodian
1	$33.58	$32.98	$33.08	$32.55	$32.47	$28.43	$25.93
L6	$34.54	$33.93	$34.04	$33.50	$33.41	$29.30	$26.74
L11	$34.83	$34.24	$34.35	$33.81	$33.70	$29.62	$27.07
L16	$35.14	$34.55	$34.64	$34.10	$34.03	$29.93	$27.36
L21	$35.46	$34.86	$34.94	$34.41	$34.34	$30.24	$27.67
L30	$35.75	$35.15	$35.27	$34.73	$34.63	$30.66	$27.96

Eligible employees to advance one (1) step on the wage schedule as of July 1, 2027.

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 (2) 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:

License	Monthly Differential
Special	$20.00
Second Class	$30.00
First Class	$45.00
Chief	$65.00
Pool	$28.00

The Employer will provide $150.00 to an employee to offset the cost of the Special Boiler License examination and related study materials upon the employee's successful completion of the examination.

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 (5) years, ten (10) years, fifteen (15) years, and twenty (20) 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 (5) 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 (1) 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 their current hourly rate by at least $1.00 per hour, whichever is greater.

2.6 Supervisory Substitute Compensation

The Director of Buildings and Grounds, or designee, will appoint an employee to temporarily replace a High School, Middle School, or Edina Community Center (ECC)

Night Lead who is absent for three (3) or more consecutive working days. The appointed employee will be paid the night lead rate at step one beginning on the first day of the replacement assignment. If the step one night lead rate is equal to or less than the appointed employee's regular rate of pay, the appointed employee will instead be paid at the night lead 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.

If it is not initially known that a High School, Middle School, or ECC Night Lead will be absent for three (3) or more consecutive working days, such as in cases of illness with an unknown duration, the Director of Buildings and Grounds, or designee, will appoint a replacement effective on the third consecutive day of absence or on the date the employee notifies the Director of Buildings and Grounds, or designee, that the absence will last at least three (3) consecutive working days, whichever occurs first.

If more than one employee is appointed to temporarily replace a High School, Middle School, or ECC Night Lead during the same vacancy, each appointed employee will receive the applicable pay differential for the date or dates of their respective appointment. Only one employee may receive the pay differential for any given day.

If the Director of Buildings and Grounds, or designee, fails to designate a specific employee to replace an absent High School, Middle School, or ECC Night Lead, the pay differential that would have been paid to the lowest paid eligible employee will be divided equally among all employees who are present and working at that worksite for the day(s) in question.

Whether to appoint an employee to temporarily replace an Elementary School Night Lead who is absent for three (3) or more consecutive working days shall be at the sole discretion of the Director of Buildings and Grounds or Executive Director of Finance and Operations.

2.7 Recruitment of New Custodians

An employee will receive $250.00 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 9.1.

3. HOURS, ASSIGNMENTS, AND OVERTIME

3.1 Regular Workweek

The regular work week consists of five (5) consecutive days totaling forty (40) hours. The workweek commences at 12:01 a.m. on Monday and concludes at midnight the following Sunday. This workweek will be used to determine overtime. The five (5) consecutive days need not fall within a single Monday through Sunday workweek.

3.2 Overtime

An employee will be paid at one and one-half (1.5) times the employee's regular rate for work in excess of forty (40) hours per week, which includes days worked and holidays. Hours not worked by a school-term employee due to a holiday will count as hours worked for purposes of calculating when an employee has exceeded forty (40) hours of work in a workweek 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 will be paid at two (2) times the regular rate. This payment is in addition to any holiday pay the employee may be eligible for under the terms of 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 (1) 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 their assigned shift for snowplowing purposes will be compensated at one and one-half (1.5) times their regular rate of pay, regardless of whether the employee has worked more than forty (40) hours during the workweek.

3.4 Return to Work

An employee called into work receives a minimum of two (2) 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 one-

hundred eighty (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 Agreement. The Employer will notify in writing the union steward of transfers exceeding five (5) days indicating the effective date of the temporary transfer. This notification will be completed prior to the tenth (10th) 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 employee. Split shifts are defined as two (2) periods of work in one (1) day separated by more than a one (1) hour period.

3.8 Inclement Weather

On days when school or all activities are cancelled for all or part of the day during an employee'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 is unable to report to work, the employee will be paid for the assigned hours the employee works on a normal workday.

3.9 Four (4) Day Workweeks During the Summer Months

Employees may request a four (4) day workweek (working ten (10) hours per day) during the summer months under certain conditions. The employee's role must allow for flexibility in scheduling without negatively impacting operations, student or building needs, or team performance. Employees wishing to request a four (4) day

workweek during the summer months must submit a written request to the Director of Buildings and Grounds, or designee. Requests will be reviewed on a case-by-case basis, considering building and district needs, workload, and the impact on team dynamics. Approval is at the sole discretion of the Employer and may be subject to certain conditions, such as altered working hours and modified job duties. The Employer reserves the right to modify or revoke a summer four (4) day workweek arrangement at any time to meet the needs of the School District, or if the employee's performance or attendance is impacted by the change in schedule.

4. VACATION AND HOLIDAYS

A twelve-month employee receives vacation days as follows:

Years of Service in Unit	Number of Vacation Days
1-2	12
3-10	17
11-19	22
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 used, unearned vacation will be deducted from the employee's final payment. A twelve-month employee may carry up to ten (10) 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 (2) weeks in advance and will be granted on a first come first serve basis.

4.2 Holidays

Twelve-month employees will receive twelve (12) holidays with pay per year. Placement of days is determined by the Employer, after consultation with the Union Steward. Holiday pay is based on an employee's regular daily hours.

5. INSURANCE

5.1 Life Insurance

An employee working twenty-five (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 wages. The Employer pays the entire premium for this coverage.

5.2 Accidental Death and Dismemberment Coverage

An employee working twenty-five (25) or more hours per week is eligible for accidental death and dismemberment insurance in an amount equal to the employee's annual base wages 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 twenty-five (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 twenty-five (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 As of January 1, 2025	Employer Maximum Monthly Contribution As of January 1, 2027	Employer Maximum Monthly Contribution As of January 1, 2028
Single	$775.00	$825.00	$900.00
Single + One	$1,240.00	$1,290.00	$1,365.00
Family	$1,590.00	$1,640.0	$1,715.00

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.

When two full-time employees are married and at least one of them is covered by this Agreement, and both employees are enrolled in a single plus one or family medical insurance plan through the Employer with one employee waiving coverage and covered as a dependent on the other employee's elected plan, then the employee who has elected the medical insurance plan will receive a monthly contribution in an amount equal to the Employer contribution under their work agreement for a single plus one plan (if enrolled in a single plus one plan), or a family plan (if enrolled in a family plan), plus the amount of the Employer's contribution towards a single medical insurance plan under their spouse's work agreement. Any balance remaining after married full-time employees have applied their pooled Employer insurance contributions towards their selected medical insurance plan remains with the Employer. 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.

5.5 Dental Insurance

An employee working twenty-five (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 fifty-five (55) years as of June 30 of the school year in which an

application is made and must have completed a minimum of twenty (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 ninety (90) days will be converted to severance pay at the rate of one (1) day of severance pay for each two (2) 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 $5,000.00.

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 (3) 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 annual base wages 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 fifth (5th) year of service as determined under Section 2.3 and whose regular assignment is equivalent to or greater than twenty-five (25) hours per week is eligible for the matching Employer contribution provided in this section.

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 they are eligible to receive under this Agreement.

6.4.4 Employer Contribution

The Employer contribution will be up to two and one-half (2.5) percent 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. All employees will receive five (5) new uniform shirts annually, consisting of three (3) collared shirts and two (2) t-shirts. T-shirts will be largely made of cotton to promote comfort during warmer seasons.

Upon hire, new employees will receive five (5) new uniform shirts with the specific combination of shirt types determined based on the employee's hire date and seasonal needs.

The Employer will pay an annual clothing allowance to each employee in the amount of $190.00, which will be paid in equal installments via the Employer's payroll system. The clothing allowance will be prorated based on hire date. Employees must use their clothing allowance to purchase appropriate, work-related clothing. Clothing allowances are included in employee wages as required by law.

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 (3) 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 (1) 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.

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 and in accordance with state and federal law.

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 fifteen (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 in accordance with state and federal law. 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 (5) days of current sick leave may be used. For death or illness in other than the immediate family, up to three (3) 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 (4) days of paid leave, up to thirty-two (32) hours for an eight (8) hour per day employee, during any one (1) 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 (3) days in advance, except in cases of extreme emergency, and are subject to the approval of the Human Resources Department. Adequate staffing 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 hourly wage and the fee received for the required jury or court duty, unless the employee is a party in the case.

8.5 Military Leave

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

8.6 Childcare Leave

An employee is eligible for a leave of absence without pay for a period of up to twelve (12) months for childcare purposes. The employee will submit an application for childcare leave at least sixty (60) calendar days before requested leave is to begin. The sixty (60) day requirement may be waived when an emergency makes notice impossible. Childcare 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 paid leave options including sick leave, workers' compensation (if applicable), and any other state and/or federal paid leave programs prior to the commencement of long-term disability benefits.

8.7.1 Eligibility

An employee who has been employed by the Employer for one (1) 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 fifteen (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 twelve (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 sixteenth (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 sixty-five (65) continuous duty days.

8.7.3 Short-Term Disability Leave Payments

Short-term disability leave payments will be fifty (50) percent of an employee's daily rate of pay. If an employee works hours that vary, an average of the previous six (6) 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 ninety (90) days of unused sick leave, the employee may convert additional sick leave to vacation days at the rate of one (1) vacation day for each two (2) days of unused sick leave. Forms requesting this election must be received in the Human Resources Department no later than July 15th. There is no vacation conversion for less than two (2) day segments of accumulated sick leave. Up to four (4) 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 (1) 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 one-hundred twenty (120) 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 (2) years from the date of layoff.

9.2.1 Callback to Position

An employee notified of callback must report to duty within fifteen (15) days of the date the notice of call back callback 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 fifteen (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 forty (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 they are 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 (5) 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 who is not offered a position has the right to request feedback from the Employer so they 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 (6) 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 Executive Director of Human Resources within fifteen (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 fifteen (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 (10) 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 (10) 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 fifteen (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 on 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 (1) arbitrator.

12. DURATION AND RENEGOTIATION OF AGREEMENT

12.1 Term of Agreement

This Agreement becomes effective on July 1, 2026, and will continue in full force and effect to and including June 30, 2028, 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, 2028, 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 sixty (60) days but not more than ninety (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

Aaron Janson, Contract Organizer

Chris Horton, Union Steward

Dated this 6th day of October 2026.

Independent School District No. 273

Karen Gabler, Board Chair

Erica Allenburg, Board Clerk

Dated this 12th day of October 2026.