Collective Bargaining Agreement

Between

Service Employees International Union
Custodial/Maintenance Employees Bargaining Unit

And

Shakopee Public Schools

July 1, 2022 through June 30, 2024

ARTICLE 1
PURPOSE

Section 1. Parties: This agreement is entered into between the School Board of Independent School District No. 720, Shakopee, Minnesota, hereinafter referred to as the School Board, and the Service Employees International Union Local 284, SEIU, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A, to provide terms and conditions of employment for custodial maintenance and grounds employees during the duration of the Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes Service Employees International Union Local 284, SEIU, as the exclusive representative for custodial, maintenance and grounds employees employed by the School Board of Independent School District No. 720, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of the Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2, of this agreement, and P.E.L.R.A., and in certification by the Director of Mediation Services, if any.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and economic aspects relating to employment, but does not mean educational policies of the School District.

Section 2. Description of Appropriate Unit: For Purposes of this Agreement, the term custodial, maintenance and grounds employees shall mean all persons in the appropriate unit employed by the School Board in such classifications, excluding the following Confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week, and employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in a calendar year, and emergency employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have these meanings as defined in the P.E.L.R.A.

Section 4. Permanent Full-time Employee: A permanent full-time employee is one who has made application for and interviewed for a posted full-time vacancy, (thirty (30) hours per week) for fifty-two (52) weeks per year and has been approved for regular employment by formal school board action. Casual substitutes or seasonal employees shall not be considered permanent part-time employees.

Section 5 Permanent Part-time Employee: A permanent part-time employee is one who has made application for and interviewed for a posted part-time vacancy, (under thirty (30) hours per week) for

fifty-two (52) weeks per year and has been approved for regular employment by formal school board action. Casual substitutes or seasonal employees shall not be considered permanent part-time employees.

ARTICLE IV
SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet the negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or polices the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3 Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials, to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the state. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE V
EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in the Agreement shall be construed to limit, impair or affect the right of any employee or employee representative to the expression or communication of a view or grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the right of the exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiations, grievance procedures and the terms and conditions of employment for employees of such unit with the School Board.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the employee organization of their selection.

Section 4. Meetings with Employees: The School Board shall not meet and negotiate or meet and confer with any employee or group of employees who are at the time designated as members of an appropriate unit except through the exclusive representative.

Section 5. Seniority Date: Employees in permanent full-time positions shall acquire seniority upon completion of the initial probationary period defined in Article XI and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a permanent position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District. Time spent as a seasonal employee or casual substitute shall not be included as continuous employment for seniority purposes.

Section 6. Layoff and Recall: The board recognizes that the purpose of seniority is to provide the order of layoff and recall of employees. Custodial employees with the least continuous service shall be laid off first. If any opening subsequently occurs in the district, the employee with the most seniority shall be rehired. Any employee's seniority shall be considered terminated if the employee has been laid off for a period in excess of 24 consecutive calendar months or has refused to return to work when recalled. When an employee has been granted a leave of absence by the School Board, the employee shall suffer no loss of seniority if the leave does not exceed more than 24 consecutive calendar months.

Section 7. Vacancies and Job Posting:

Subd 1. Posting of Vacancies: All permanent vacancies in full-time positions will be emailed to custodians and will be posted on the District web site for a period of five (5) workdays. The union office and head custodian shall be provided with a copy of all postings. A permanent vacancy is defined as one anticipated to last more than four months. A temporary vacancy is defined as one anticipated to last less than four months. A position may be filled temporarily pending completion of posting and application procedures.

Subd. 2. Application of Vacancies: All employees under this Agreement may submit an application in writing to the Human Resources Manager for any vacancy which is posted pursuant to the Article.

Subd 3. Filling of Vacancies: Notice of the candidate selected to fill the vacancy shall be given within 15 working days after the closing of posting whenever possible and shall be emailed to the union stewards.

Subd 4. Application of Seniority: Seniority will apply in the filling of vacancies provided an employee has the minimal qualification(s) as determined by the district to perform the duties and responsibilities of the positions except in those positions involving a promotion which shall be filled as provided in Subd 6 herein. For purposes of this section, a promotion is defined as moving to a classification involving an increase in grade.

Subd 5. Promotion Positions: In filling positions involving a promotion as defined in Subd. 4 above, the position shall be filled by the school district with the best-qualified candidate as determined by the school district. In making its determination the School Board shall consider the employee's qualifications and aptitude for the position as well as length of service with the school district along with the other relevant factors. When receiving a promotion from Grade four (4) to a higher grade, said employee shall make a lateral move over into the new position.

Subd 6. Outside Applicants: The school district reserves the right to fill any position with an outside applicant if internal candidates do not have the needed qualifications for the position or if no internal candidates apply. The Head Custodian assigned to the

building/site will participate in the screening of custodial (grade 4) candidates for vacant position(s) at that site.

Subd 7. Administrative Transfers: Seniority and posting shall not apply in an administrative transfer involving two permanent employees. Transfers of this nature will be discussed with the union prior to final disposition. An administrative transfer may be made by the District if no qualified internal applicants request to transfer. This transfer may include an employee who is still within his/her probationary period.

Subd 8. Union Bulletin Board: The District shall provide bulletin boards in a conspicuous place which shall be for the sole and exclusive use of the Union.

Section 8. Information to the Union: The district shall make available to the union a bargaining unit list of employees including name, address, work hours, work location, position, classification, wage schedule placement, date of employment, and electronic mail addresses.

ARTICLE VI
WORK ASSIGNMENTS

Section 1. Definition of Shifts: The first shift will include any custodian who starts work after 6:00 a.m. or finishes before 7:00 p.m. The second shift will include those custodians who start work after 2:30 p.m. and before 10:30 p.m., or whose regular shift lasts through 7:00 p.m. The third shift will consist of those custodians who start work after 10:30 p.m. and before 6:00 a.m.

Section 2. Definition of Work Week: The Custodians' work week will consist of 40 hours, exclusive of the lunch and/or supper period. Those 40 hours will be worked eight hours per day on five consecutive days per week, Monday through Friday. The school district reserves the right; however, to utilize a maximum of two custodial staff for a 40 hour week, five eight hour days, where two of the five days may be Saturday and Sunday. Those employees that work the normal daytime hours on Saturday and/or Sunday shall receive an additional $.35 above the base rate for the years of the agreement.

Subd. 1. A custodian shall be entitled to, in any combination if agreed upon mutually, one (1) paid fifteen (15) minute rest break for each four (4) hours on duty. In addition, she or he will be given one (1) thirty (30) minute duty-free meal break for each scheduled shift. This meal break will extend the scheduled shift time by one-half (1/2) hour. If a custodian does not receive her/his complete meal break, they will be able to take the missed time later in their shift.

A custodian will not be required to remain the building or available for work during any unpaid meal or paid rest break.

Subd 2. Those employees that work a normal 2nd or 3rd shift, [evening time hours] on Saturday and Sunday shall receive an additional $.70 above the base rate for the years of the agreement.

Section 3. Work Assignment: The individual custodian's daily work program, including starting time, quitting time, lunch hour and/or supper period, will be determined by the head custodian and the building principal or building overseer for the best operation of the school building.

Section 4. Weekend Check: The Head Custodians will be responsible, as needed, for the weekend building and heating checks. These checks will be conducted throughout the calendar year as determined by the district, up to one each Saturday, one each Sunday, and one each holiday. The Head Custodian, with the approval of the superintendent or his/her designee will determine the time of the check(s). These checks will consist of a building perimeter check, and office area check, a water system check, and a heating system check. In the event that a head custodian cannot make this check, he/she will be responsible for arrangement with another qualified school employee to perform this required check.

Section 5. Public Use of Buildings: When Custodians are hired through the school to open and supervise the building for private groups, the individual custodian is responsible for checking the equipment, the lights, the furniture, the windows, the doors and the complete cleaning of the rooms used so they are ready for school use again. When employees are hired for such work they will be paid for the greater of two hours or actual time worked.

Section 6. Split Shifts/Locations: There shall be no split shifts. A split shift is defined as two periods of work in one-day separated by more than one hour, period. In the event the employer requires employees to work split locations the employer shall pay $150 per year split location pay in lieu of mileage upon employee's request. For locations greater than 5 miles apart, that amount shall be $250 per year.

Section 7. Call Back Other Than Weekend: Any employee called back to perform any service except weekend building checks will be compensated for a minimum of two hours at the time and one-half rate.

Section 8. Emergency Leave / School Closings: When school buildings are closed due to inclement weather and you are unable to report to work, employees must notify HR by sending an email to humanresources@shakopee.k12.mn.us with what option they will use. Employees have the following options available:

1. Take a pay deduction for the day missed. (Deducted from the following paycheck.)
2. Take a personal day if one is available.
3. Take a vacation day if one is available.
4. If you had previously put in for a planned sick day prior to school cancellation, you will be charged for that sick day.

Section 9. Summer Months Work Scheduling:

Subd. 1. During the summer months, when school is not in session, employees will have the option of working ten (10) hour, four (4) day work-week schedule. Summer hours shall normally begin after the last day of school and last until the start of the new teacher workshop. However, all employees will work eight (8) hours days during the week of the Fourth of July. Each employee's weekday off will be determined and approved in advance by the Manager of Building/Grounds and the Head Custodian.

Subd. 2. Unscheduled additional time off (vacation and personal days) will be handle as normal by the Manager of Building/Grounds and the Head Custodian with the understanding that major activities cannot be compromised by employee absences.

Subd. 3. Vacation, sick, or personal days taken will be charged at the rate of ten (10) hours or 1.25 days for each day taken while this schedule is in effect, and time off will be entered accordingly.

ARTICLE VII
HOLIDAYS AND VACATIONS

Section 1. Holidays: Employees shall receive eleven paid holidays during the course of a fiscal year. Said holidays to be the following:

Labor Day	New Year's Eve Day
New Year's Day	
Thanksgiving Day	Memorial Day
Thanksgiving Friday	Independence Day
Christmas Eve Day	2 Floating Holidays
Christmas Day	

The Floating Holiday must have the prior approval of the building principal or building overseer and human resources. No more than one (1) custodian per building will be approved for the floating holiday at the same time. Human Resources shall have discretion to grant approval for more than one (1) custodian per building for the same floating holiday.

Section 2. Vacations:

Subd. 1. No more than one third of the building staff, and no more than 5 custodians in the district may use vacation time on the same student day. Vacation requests must be made in writing and pre-approved by the Building and Grounds Manager or Human Resources. Use of vacation shall be in accordance with staffing needs.

During a District-declared emergency vacations shall primarily be taken on non-student days. However, each custodian may use up to 5 vacation days on student days and no more than 3 consecutive days may be taken.

Subd. 2. Vacation requests of five or more consecutive days must be submitted for prior approval to the Building and Grounds Manager or Human Resources and 30 days in advance of the requested vacation. Requests submitted less than 30 days prior to the vacation request may be approved in accordance with staffing needs.

Subd 3. Employees will be allowed to hold the equivalent of two years of annual vacation accrual at any one time based upon the specific accrual rate of the employee. Once that maximum accrual is reached, no additional accrual will be allocated. Restoration of vacation accrual will resume once the accrual is below the maximum allowed.

Subd 4. Vacation shall accrue according to the following schedule:

Months of Employment	Rate of Accrual
1 – 24 Months	10 Days annually
25 – 36 Months	11 Days annually
37 – 48 Months	12 Days annually

49 – 60 Months	13 Days annually
61 – 72 Months	14 Days annually
73 – 168 Months	15 Days annually
169 months and over	20 Days annually

The rate of accrual shall be calculated from the date of permanent employment.

Section 3 Vacation Payoff: If an employee leaves the district for any reason, they shall receive pay for their earned vacation accrual up to a maximum of their current annual accrual plus ten (10) days.

Section 4 Prorating of Vacation: For vacation purposes, employees who are employed after the beginning of the district's fiscal year (July 1) shall have their paid vacation prorated for the period of time remaining before the conclusion of that fiscal year (June 30).

ARTICLE VIII
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Custodians will accrue fifteen (15) days of sick leave per year. The accrual rate will be one and one-quarter (1.25) days for every 173.3 hours of paid time. This unused sick leave may accumulate to a maximum of 130 days. The accumulation of unused sick leave will be calculated from the beginning of employment.

A. Sick leave with pay may also be allowed for absence due to illness or injury of the employee's child (child includes stepchild, biological child, adopted child, and foster child), adult child, spouse, grandchild, adopted and foster grandchild, parent, grandparent, or stepparent.
B. In addition, an employee, or relatives described in section "A" above, may use sick leave for "safety leave" which is for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.
C. Sick leave for the above "other persons" will be limited to no more than one hundred and sixty (160) hours of sick leave. Employees who have accrued more than 160 hours of sick leave my request additional sick leave for paid absence for the above "other persons" from the Director of Human Resources. Such request will not be unreasonably denied.

Subd 2. Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to be due to illness which prevented his attendance and performance of duties on that day or days.

Subd 3. For any absence for illness of over two days, the custodian may be required by the Director of Human Resources to provide a doctor's excuse.

Subd 4. The employee must provide a minimum of two weeks notice of intent to return to work and may be required to present evidence by a competent physician of the employee's capability of performing the job duties. If the employee returns to work within six (6) months, the employee will be re-employed in the same position he/she held before the leave. If the employee returns after six (6) months, the employee shall be re-employed to

first vacancy for which he/she is qualified, at or below current classification. Employee must be offered the first available opening at their classification prior to the leave.

Subd 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee. Sick leave may be deducted in increments of two (2) hours.

Subd 6. An employee who has exhausted all sick leave credits available or become eligible for long-term disability compensation, may be granted upon request a medical leave of absence without pay for up to six months. This request for such leave must be accompanied by a doctor's written statement outlining the conditions of health and estimated time at which the employee is expected to be able to resume his/her normal responsibilities. Failure of the employee to provide timely written documentation or to return to work may result in immediate discharge.

Subd 7. In the event of resignation, termination or discharge of a custodian to whom sick leave has been advanced in excess of that accumulated, the employee is required to refund the amount paid for the period of such excess.

Subd 8. One day of vacation will be given for each four (4) days of unused sick leave over 130 days accumulated. A maximum of two vacation days per year may be given for unused sick leave. There is no prorating. Vacation earned in any one year is not collectable until the following fiscal year.

Section 2. Major Medical leave: Any custodian who has completed ten years of employment with the school district shall be granted as a supplement of the above sick leave, 30 days of major medical leave, which may be used only for hospital confinement, is granted on a one-time basis during employment with the school district and is non accumulative. These 30 days of major medical leave for hospital confinement is to be used after all accumulated sick leave days have been used by the custodian.

Section 3. Leave due to Worker's Compensation: Upon the request of a custodian who is absent from work as a result of a compensable injury incurred in the service of the District under the provisions of the Worker's Compensation Act, the District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the custodian and the custodian's regular rate of pay, including stipends and differentials, to the extent of the custodian's earned accrual of sick leave.

A deduction shall be made from the custodian's sick leave accrual time according to the pro rata portions of days of sick leave which is used to supplement worker's compensation.

Such payment shall be paid by the District only during the period of disability.

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

ARTICLE IX
GROUP INSURANCE

Section 1. Medical Insurance:

2022-23

	Plan	Annual District Contribution	VEBA/HSA
Single	$1,200 Deductible	$7,444.48	$1,000
	$2,600 Deductible	$7,503.63	$1,300
	$5,000 Deductible	$7,543.15	$1,500
EE+1/Family	$2,400 Deductible	$12,451.21	$2,000
	$5,200 Deductible	$12,510.36	$2,300
	$10,000 Deductible	$12,569.51	$2,600

2023-24

	Plan	Annual District Contribution	VEBA/HSA
Single	$1,200 Deductible	$7,779.48	$1,000
	$2,600 Deductible	$7,841.29	$1,300
	$5,000 Deductible	$7,882.59	$1,500
EE+1/Family	$2,400 Deductible	$13,011.51	$2,000
	$5,200 Deductible	$13,073.32	$2,300
	$10,000 Deductible	$13,135.13	$2,600

effective July 1, of the respective year for each custodian who participates in the voluntary group medical insurance plan in force in the Shakopee School System. Eligibility and qualification shall be in accordance with the health plan document.

> In the event that the school district's contribution for family coverage is discriminatory or illegal, the School Service Employees Union, Local 284, will hold the school district harmless and indemnify the school district from any and all liability which any person may have or claim to have toward the school district for the School district's contribution for family coverage as set forth in Article IX of the agreement.

Section 2. Income Protection: The school district shall pay up to a maximum of $125.00 per employee for income protection insurance.

Section 3. Term Life: The school district shall pay the cost of $40,000 term life group insurance policy for each custodian for the term of the agreement.

Section 4. Dental Insurance: The school district shall contribute a sum not to exceed $65.00 per month for the 2022/23 and 2023/24 school years toward the premium for dental insurance for each custodian who participates in the voluntary group dental insurance plan in force in the Shakopee School System.

Section 5. Continued Membership: Custodians will be allowed to remain in the medical and life insurance plans until age 65 at their own expense provided the carrier allows it.

Section 6. Married Couples employed by the District: In the event that two (2) school district employees are married and eligible for School District provided health and hospitalization insurance, the School District will contribute the Employee (single) rate once it is established which spouse is choosing either employee +1 or family. Each member of the couple must be a qualified employee for health benefits.

Section 7. Patient Protection and Affordable Care Act (PPACA) If provisions of the Patient Protection and Affordable Care Act (PPACA) require contractual revisions, the parties mutually agree to reopen the contract to address those revisions.

ARTICLE X
MISCELLANEOUS

Section 2. Public Employees Retirement Association: All custodians are required by law to belong to the P.E.R.A. Contributions to the P.E.R.A. fund shall be deducted from each custodian's check at the rate specified by law.

Section 3. Jury Duty: When employees of the district are ordered by the court to report for jury duty, they will be relieved from their regular duties in the district that would conflict with this order. When relieved from jury duty during the day, the employee is to return to the school for the remainder of that day. Absences for jury duty are to be arranged with the principal as soon as the court order is received by the employees. Absences for jury duty will not count in calculating absence limitations in other policies of the school district. The salary paid to the employee during absences for jury duty shall be at the regular rate less the fee paid to the employee by the court for this jury duty.

Section 4 Bereavement and Family Illness:

Subd 1. Bereavement Leave: Each Custodian will be allowed five (5) days for the death of a spouse, child, mother, father, step-child, mother-in-law, father-in-law, sister, brother, in-laws of the same degree and grandchild, and two (2) days for the death of an aunt, uncle, grandparent, niece, nephew, and in-laws of the same degree. Days used for bereavement leave will be granted upon written request of the custodian. Days used for bereavement must be taken at the time of the incident, and will not be deducted from sick leave. The employee may request to take a portion of the leave at a later date for reasons related to the death (i.e. burial, estate settlement.)

Subd 2. Illness of Other Persons: Each employee will be allowed no less than 160 hours per year (this is non-accumulative) for the serious health condition or injury of an adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. The employee will be allowed five (5) days per year, non-accumulative, for sickness or injury of aunt, uncle, brother in law, sister in law and in laws of the same degree. The leave for these days will be granted upon a written request of the employee. Days used for family illness will be deducted from sick leave.
This paragraph does not apply to absences due to the illness or injury of a child, as defined in state statute.

Section 5. Personal Leave: Each employee will be granted two (2) days of personal leave per year. Up to one unused personal leave day may be carried over into a following school year. All personal leaves must be requested at least one week in advance of the date of absence. An employee need not state the reason for the request for personal leave. Emergency use of personal leave may be approved by the Human Resources Manager with less than one week notice. No more than one employee per building per day may receive (non-emergency) personal leave. However, additional employee(s) per building may receive non-emergency personal leave at the Human Resources Manager's discretion, subject to the district's operational needs. In considering additional requests for personal leave, the Human Resources Manager may request and consider an employee's reasons for requesting a personal day. The Manager's decision shall be final and not subject to grievance.

Section 6. Family Medical Leave: The District will administer the Federal FMLA (Family and Medical Leave Act) (Public Law 103-03, 1993) and all applicable State Laws.

Subd. 1. An employee who is requesting to take a leave for medical reasons has the following duties:

a) Inform the Human resources Manager in writing of the intention to take the leave as soon as it is practicable.

b) The application shall include the beginning date and return date for the Medical Leave.

c) When an employee is returning from an approved leave for medical reasons, he/she must provide a minimum of two weeks notice of intent to return to work, and may be required to present evidence by a competent physician of the employee's capability of performing the job duties. If the employee returns to work within six (6) months, the employee will be re-employed in the same position he/she held before the leave. If the employee returns after six months, the employee may be re-employed at the first vacancy for which he/she is qualified, at or below current classification. If the employee returns to a position below current classification, the employee will be permitted to use previous status when being considered for future openings. The employee must be offered the first available opening at their classification prior to the leave.

Section 7. Parenting Leave: Parenting leave shall be granted by the School District, subject to the provisions of this article and applicable state and federal laws. Unpaid Parenting Leave shall be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time.

Subd. 1. An employee making application for unpaid parenting leave shall inform the Human Resources Department in writing of intention to take the leave at least three calendar months, or 30 calendar days in the event of adoption before commencement of the intended leave.

Subd 2. The application shall include the beginning date and return date for the parenting leave.

Subd. 3. If the reason for the parenting leave is occasioned by pregnancy, an employee may elect to utilize sick leave during the period of this agreement. The employee shall also provide at the time of the leave application, a statement from the health care provider indicating the expected date of delivery.

Subd 4. The following rules apply to the duration, nature and timing of the requested parenting leave.

a) In approving an unpaid parenting leave of absence, the school District shall not be required to grant any leave for more than a total of twelve (12) work months. The entitlement to leave for parenting purposes shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement. Where a husband and wife are employed by the same school district, the aggregate total of childbirth leave shall not exceed (12) months.

b) When an employee is returning from said leave, he/she must provide a minimum of two weeks notice of intent to return to work, and may be required to present evidence by a competent physician of the employee's capability of performing the job duties. If the employee returns to work within six (6) months, the employee will be re-employed in the same position he/she held before the leave. If the employee returns after six months, the employee may be re-employed at the first vacancy for which he/she is qualified, at or below current classification. If employee returns to position below current classification, that employee will be permitted to use previous status when being considered for future openings. Employee must be offered the first available opening at their classification prior to the leave.

c) Leave under this section shall be without pay or fringe benefits except as required by state or federal law. An employee on parenting leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the parenting leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the district pursuant to this section.

d) The parties agree that periods of time for which the employee is on parenting leave shall not be counted in determining the completion of probationary period.

Section 8. Employees Working More Than 30 Hours Per Week: Employees who work more that 30 hours per week shall receive full fringe benefits, namely sick leave, insurance, holidays, vacations and the provisions of Article X, Miscellaneous. Employees working more than 20 hours per week, but less than 30 hours per week, shall receive prorated benefits, namely sick leave, holiday, vacations and the provisions of Article X, Miscellaneous. Insurance coverage shall not be provided to employees who work less than 30 hours per week.

ARTICLE XI
DISCIPLINE, DISCHARGE, AND PROBATION PERIOD

Section 1. Probationary Period - New Employee: An employee, under the provisions of the Agreement, shall serve a probationary period of 120 working days of continuous employment during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee. The probationary employee shall not transfer to a new assignment in the same classification during the probationary period. If the probationary employee meets the minimum requirements/qualifications for a promotion to a higher classification, that employee may be considered for the promotion. In this case, the 120 working day probationary period shall not be extended unless there is less than 45 working days remaining in the probationary period or mutually agreed to by the district and the union.

> **Subd. 1.** A boilers license, if required by the district for the assignment, shall be obtained during the probationary period of 120 working days for new employees. Failure to obtain the license during the probationary period shall result in the custodian failing to pass probation. In this case, the probationary period shall be extended up to 60 working days to give the custodian additional opportunity to obtain the appropriate boiler's license. This extension will be granted on a one-time basis provided the custodian has demonstrated attempt(s) to obtain the appropriate license. The district has the right to determine the minimum requirement for boiler's license for each grade 4 custodial position.
>
> **Subd 2.** For new custodians whose position requires a boiler's license beyond the Specialist, that custodian shall obtain and maintain the appropriate license in a time frame approved by the District, following suggested state recommendations regarding boiler's license. Failure to obtain the license during this time frame shall result in the custodian being removed from the position. If no vacancy exists that the removed custodian is qualified for, that custodian will be placed on the recall list as described in Article V, Section 7.

Section 2. Probationary Period – Transfers/Promotions: An employee transferred or promoted shall serve a probationary period of 90 working days. During this 90 day probationary period if it is determined by the school district that the employee's performance in the new position is unsatisfactory the school district shall have the right to reassign the employee to his former classification or equivalent position.

> **Subd 1.** Permanent custodians shall obtain and maintain the appropriate boiler's license. When a promotion or transfer results in a different boiler's license requirement, the permanent custodian shall have 90 working days to obtain the appropriate license following suggested state recommendations regarding boiler's license. Failure to obtain the license shall result in the custodian being reassigned to his/her former position or an equivalent position.

Section 3. Maintenance of Required Boiler's License:
Custodians are expected to maintain the appropriate level of boiler's license for their assignment. Failure to do so shall result in disciplinary action up to and including termination from the district.

Section 4. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

Section 5. Resignation: An employee who wishes to resign from his or her job shall give advance written notice of at least two weeks. The school board or its designated representative shall give the employee two weeks written notice in the event of layoff.

Section 6. Progressive Discipline/Discharge:

Subd. 1. A disciplinary action may be taken against an employee for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline, except in cases of a serious magnitude, which could seriously threaten or jeopardize the safety of the students, other employees, or the physical assets of the School District.

Subd. 2. The School board or designee shall have the right to discipline/discharge an employee for just cause. Disciplinary actions by the School Board or their designee may include the following four (4) steps.

Warning
Written Reprimand
Suspension
Discharge

Subd. 3. When possible, the District will attempt to discuss with the employee(s) any concern which may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

Subd. 4. An employee(s) shall be entitled to have a representative of the Union present in the event that she/he is being reprimanded, or disciplined. If an Employee requests representation, no action shall be taken with respect to the matter until a representative of the Union is present, provided that the representative is available in a timely manner so as not to delay the action.

ARTICLE XII
RATES OF PAY

Section 1. Basic Rates of Pay:

2022-2023 Wages

	4	7
1	18.00	20.17
2	18.71	20.83
3	19.45	21.50
4	20.19	22.16
5	20.93	22.83
6	21.68	23.50
7	22.42	24.16
8	23.16	24.83
9	23.93	25.50
10	24.65	26.18

2023-2024 Wages

	4	7
1	19.00	21.17
2	19.71	21.83
3	20.45	22.50
4	21.19	23.16
5	21.93	23.83
6	22.68	24.50
7	23.42	25.16
8	24.16	25.83
9	24.93	26.50
10	25.65	27.18

Section 2. Head Custodian Stipend: Head Custodians, who hold the appropriate license for their assignment, as defined by the district, shall receive an additional hourly stipend at the following rates:

For buildings from 150,000 to 199,999 square feet	$.50 per hour
For buildings from 200,000 to 299,999 square feet	$.75 per hour
For buildings larger than 300,000 square feet	$1.00 per hour
Head custodians who perform the duties at two locations shall receive and additional stipend	$.050 per hour

The High school building shall have one (1) Second Shift Lead Custodian who shall receive an additional $1.00 per hour during the time frame that custodians are assigned to work second shift

Subd. 1. Training Stipend: Custodians assigned to training and mentoring new hire employees and substitutes shall receive a stipend of twenty five cents ($.25) per hour and the total for all Custodians assigned such training shall not exceed $500.00 in total. This position will be assigned by the Buildings and Grounds Manager.. This assignment is on a year to year basis. The Buildings and Grounds Manager may choose to divide the stipend across several employees who are mentoring new hires and substitutes,

Subd 2. Mail Delivery Stipend: The Mail Delivery position will receive a $.45 stipend.

Section 3. Substitution for Head Custodian: Any employee substituting for a Head shall receive their appropriate shift differential for the first three (3) days substituting and thereafter shall receive the Grade 7 rate appropriate to the substitute employee's step placement and continuing until such time as the Head Custodian returns to work or a permanent replacement is employed.

Section 4. Overtime: Overtime will be paid at the rate of time and one-half of the custodian's regular rate for all hours worked over forty (40) hours in one (1) week. Time off due to holidays shall not count against

the overtime calculation. Hours worked on the holidays designated in this Agreement (except M.E.A. Day and Floating Holiday) will be paid two (2) times the regular rate. This payment is in addition to any holiday pay the employees may be eligible for under Article VII, Section 1.

Section 5. Shift Differential: Custodians assigned to the second shift will be paid a shift differential of $.45 per hour for the school years. Custodians assigned to the third shift will be paid a shift differential of $.45 per hour for the school years. Custodians who normally work second or third shift shall be paid the appropriate shift differential for all hours in paid status on holidays.

Section 6. Head Grounds Stipend: Employees in the Head Grounds Custodian position will receive a $1.25/hr. stipend.

Section 7. Weekend Building Check Pay: Weekend building checks will be conducted by each Head Custodian or designee for his own building in accordance with Article VI, Section 4 and compensation for the Head Custodian will be at the rate of time and one-half, or for the designee at a rate of time and one-half if hours are greater than 40 for that week.

Time	Building
60 minutes	Central Family Center
60 minutes	Eagle Creek Elementary
60 minutes	Pearson Elementary
60 minutes	Red Oak Elementary
60 minutes	Sun Path Elementary
60 minutes	Sweeney Elementary
60 minutes	Middle School
60 minutes	Junior High
90 minutes	Senior High

Section 8. Boilers License: Employees possessing a boiler's license shall be paid an hourly differential from the following table: To receive the stipend, the license must be current and each custodian must submit a copy of their license to Building/Grounds Manager and Human Resources at the time of renewal or upgrade of the license.

License	**2022-23**	**2023-24**
Boiler Special	$.12	$.25
Boiler 2nd Class	$.19	$.50
Boiler 1st Class	$.24	$1.00
Chief Boiler	$.31	$1.50
Pool	$.17*/$.12**	$.80*
Locksmith	$.24	$.80
Registered Unlicensed Electrician	$.14	$.30

Section 9. Employee Pay Periods: Employees shall be paid every other Friday.

Section 10. Tax Sheltered Annuities: The School Board will make deductions from an employee's salary for tax sheltered annuities upon written request of the employee.

Section 11. Uniform Allowance:

Subd. 1. The School District shall be responsible for providing, cleaning, and delivering uniforms to each building for custodial employees.

Subd. 2. Effective July 1, 2014, uniforms as recommended by a committee of five custodians will be worn at all times when at the work site upon completion of the probationary period. The committee will establish uniform options including such things as shirts, pants, jackets, boots/shoes, etc. shall be provided by the District.

Subd. 3. The School District will provide six (6) shirts and six (6) pants per new employee for their first year. Employees will be responsible for laundering their own uniforms. In addition, for those employees beyond their first year, the employer shall reimburse employees up to $200.00 per year upon submission of receipts within forty-five (45) days after purchase of replacement pants and shirts, shoes, boots, shorts, jackets, gloves, mittens, and hats.

Subd. 4. Employees must report to work in a presentable uniform as prescribed by guidelines at all times and in the interest of safety. Failure to wear uniforms shall result in discipline. Employees may wear a Shakopee spirit wear shirt on Fridays.

Section 12. Pay Steps:

Subd 1. For Grade 4 Custodians, they may be hired at Step 1 through Step 3 on the pay schedule depending upon experience and the labor market. For positions higher (grade 7), they may be hired at Step 1 through Step 4 at Elementary School Buildings and up to Step 6 at Secondary School Buildings depending upon experience and the labor market. The district shall inform the union of these decisions.

Subd. 2. Changes in grade levels shall make a lateral move.

Section 13. Years of Service Pay: In additon to the base wage, emplyees with twenty (20) or more years of service shall receive a years of service payment of fifty cent ($.50) per hour.

ARTICLE XIII
RETIREMENT AND DEFERRED COMPENSATION

Section 1. Commencing with the 1994-95 school year, full-time custodians and part-time custodians on pro-rata basis, are entitled to a matching School District contribution to the Minnesota Deferred Compensation Plan (Minn. Stat. 352.96 and 356.24(a)(4)) or a Tax Sheltered Annuity (Minn. Stat. 356.24 and Internal Revenue code 403(b)) on the following basis:

0 - 3 years of actual service to the Shakopee School District.	0%
In excess of three (3) years of actual service to the Shakopee School District	2.5% of salary

Match will be made effective 1st payroll of the next available open enrollment.

Section 2. Qualified Retirement: In addition to the benefits provided in Article XIII Section 1, Custodians employed prior to July 1, 1992 who have completed twenty (20) years of full-time service at the date of resignation from the School District (exluding time spent on unpaid leave) shall be entitled to $6742 at Grade 4 or $6,964 at Grade 7 as determined by Article XIII, section 3 of the July 1, 1992 – June 30, 1994 Custodial Master Agreement. Said amounts shall be reduced by the amount of the School District's total matching contributions, excluding the earnings from such School District contribution to the custodian's Minnesota Deferred Compensation Plan and/or Tax Sheltered Annuity calculated on the June 30th following retirement.

Section 3. Payment: The payment(s) shall be paid by the School District on the next pay date following retirement, and no benefits under this Article shall be granted any employee who is discharged by the school district. If, after the effective date of retirement, the custodian dies before receiving payment, the balance due shall be paid to the custodian's named beneficiary, or, lacking same, to the surviving spouse of the custodian, if any; otherwise to the estate of the deceased custodian. If the custodian dies after becoming eligible for the benefits in Section 2, but before resignation, the benefit due shall be paid to the custodian's named beneficiary, or lacking, to the surviving spouse of the custodian, if any; otherwise to the estate of the deceased custodian.

Section 4. Denial: No benefits under this Article shall be granted to any custodian who has been discharged by the School District.

ARTICLE XIV
GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A grievance shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in the Contract.

Section 2. Representative: The administrator or Board may be represented during any step of this procedure by any person or agent designated by such party to act in his/her behalf. The employee may be represented by the Union or its designee to act in his/her behalf during all steps of the formal procedure. This provision does not usurp any of the powers provided the Union under the P.E.L.R.A.

Section 3. Definitions and Interpretations:

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

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

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

4. *Filing and Postmark:* The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 4. Time Limitation Waiver: An effort shall first be made to adjust an alleged grievance informally between the employee and the Supervisor. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Human Resources Department, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period, hereafter provided, shall constitute a waiver of the grievance.

Section 5. Adjustment of Grievance: The Board and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the Director of Business Services shall give a written decision on the grievance including reasons therefor to the parties involved within five *(5)* days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of schools, provided such appeal is made in writing within five *(5)* days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within five (5) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing, including reasons therefore, to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the Board, the Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within fifteen (15) days after the meeting, the Board shall issue its decision in writing, including reasons therefore, to the parties involved. At the option of the Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the Board. The Board shall then render its decision in writing, including reasons therefore, to the parties involved.

Section 6. School Board Review: The Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the Board or its representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the Board reviews a grievance under this section, the Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the Board to issue a decision at Level III within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedure: In the event that the employee and the Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Notification: A notification to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Superintendent within fifteen (15) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached within the ten (10) days, either party may request the B.M.S. to appoint an arbitrator, pursuant to M.S. 179A.21, Subd. 2, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. The failure to request an arbitrator from the B.M.S. within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance information: Upon appointment of the arbitrator, the appealing party and the Board, may within five (5) days after notice of appointment, forward to the arbitrator the submission of the grievance, which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Respective position of the grievant or Board.
4. The written documents relating to Section E, Article VII of the grievance procedure.

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

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

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

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

Section 9. Miscellaneous:

Subd. 1. Records: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from employee personnel files.

Section 10. Policy Grievance: An employee who alleges he/she is aggrieved regarding the application or misinterpretation of existing policies duly promulgated by the School Board of the District may file a grievance which shall be known as a "policy grievance". Such a grievance may be processed under the existing grievance procedure except that the final step shall be Level III.

ARTICLE XV
PUBLIC OBLIGATION

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

ARTICLE XVI
DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2022 through June 30, 2024 and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend this Agreement commencing July 1, 2022, it shall give written notice of such intent no later than May 1, 2024. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the custodial, maintenance and grounds employees of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules, and regulation concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current position, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

FOR:	**FOR:**
Service Employees International Union Local 284	**Independent School District No. 720**
Union Steward	Chairperson
Business Agent	Clerk
Date	Date

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