

**EMPLOYMENT AGREEMENT
July 1, 2019 - June 30, 2021**

**BOARD OF EDUCATION
DISTRICT 191
AND
OPERATIONS AND MAINTENANCE SUPERVISORS**

PREAMBLE

This agreement, entered into on the 1st day of July 2019 between Independent School District 191 and the Operations and Maintenance Supervisors, hereinafter called the Association.

ARTICLE I - PURPOSE

The School District and the Association agree that the purpose for entering into this Agreement is to:

- Section 1. Establish the foundation for an effective and productive relationship.
- Section 2. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this contract.
- Section 3. Place in written form the agreed-upon "terms and conditions" of employment for the duration of this Agreement.

ARTICLE II - RECOGNITION

- Section 1. The employer recognizes the Association as the exclusive representative, under Minnesota Statutes, Section 179.71, Subd. 3, for all Operations and Maintenance Supervisors in the Buildings and Grounds Department of Independent School District 191, Burnsville, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding confidential employees and all other employees. The unit is made up of supervisory employees as defined in PELRA.
- Section 2. In the event the employer and the Association are unable to agree as to the inclusion or exclusion of a present, new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III - DEFINITIONS

- Section 1. Terms and conditions of employment shall, hereinafter in the Agreement, mean the hours of employment, the compensation therefore including fringe benefits, and the School District's personnel policies affecting the working conditions of employees, subject to the provisions of PELRA of 1971, as amended, insofar as these conditions are not in conflict with other provisions of this contract.
- Section 2. Employee shall, hereinafter in the Agreement, mean personnel included within the appropriate unit established by Article II, Section 1, and covered by this Agreement.
- Section 3. School District shall, hereinafter in the Agreement, mean Independent School District 191, or its designated representative.
- Section 4. Superintendent shall, hereinafter in the Agreement, mean the Superintendent of Independent School District 191 or a designated representative.

ARTICLE IV - SCHOOL DISTRICT RIGHTS

- Section 1. Inherent Managerial Rights: The Association recognizes that the School District is not required to meet and confer on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the school District, its overall budget, utilization of technology, the organizational structure, and section and direction and number of personnel.
- Section 2. Management Responsibilities: The Association recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide education and opportunity for the students of the School District.
- Section 3. Effect of Laws, Rules and Regulations: The Association recognizes the right, obligation and duty of the School District

and its duly designated officials to promulgate rules, regulations, directives and orders from time to time, as deemed necessary by the School District, insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The Association further recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to applicable laws. Any provision of this Agreement found to be in violation of any such laws rules, regulations, directives or order shall be null and void and without force and effect.

ARTICLE V - ASSOCIATION RIGHTS

- Section 1. Dues Deduction: Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the School District an assignment authorizing deduction of the Association membership dues. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck an amount necessary to equal the authorized dues deduction.
- Section 2. Right to join: Employees shall have the right to join the Association and the right not to join the Association.
- Section 3. Right to views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or a representative of the employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Association.

ARTICLE VI - COMPENSATION

- Section 1. Salary Schedule: Effective July 1, 2019, through June 30, 2021, and until a successor Agreement is reached, annual salaries will be as follows:

	<u>2019-2020</u>	<u>2020-2021</u>
Operations Supervisors	\$69,970	\$71,970

- Section 2. Longevity: Effective July 1, 2019 Operations and Maintenance Supervisors that have completed five (5) years of District service are eligible for a \$1,000 stipend. Operations and Maintenance Supervisors that have completed ten (10) years of District service are eligible for a \$1,500 stipend. Operations and Maintenance Supervisors that have completed fifteen (15) years of District service are eligible for a \$2,000 stipend. Operations and Maintenance Supervisors that have completed twenty (20) years of District service are eligible for a \$2,500 stipend. Stipends do not stack.
- Section 3. Mileage: Reimbursement, on job-related activities according to District policy, will be paid upon submission of proper forms.
- Section 4. Effective July 1, 2019, members of the unit shall receive an annual stipend of \$1,000 for a 1st Class Boiler's License or \$1,500 for a Chief Boiler's License. Proof of annual registration in the form of an updated registration card issued by the State of Minnesota will be required to receive the additional compensation.
- Section 5. Effective July 1, 2013, the B shift supervisor shall receive \$1,500 annually prorated according to period of assignment. This amount is above the daily rate of pay and is not included in any other daily rate of pay calculations.

ARTICLE VII - PAID ABSENCES

- Section 1. Sick Leave: All employees shall be credited with thirteen (13) days of sick leave on the first workday of each school year. Employees that work less than a full school year shall have sick leave pro-rated. Day shall be defined as the employee's normal workday.
 - Subd. 1. Sick leave may be used only in cases of necessity when the employee is unable to perform job duties and responsibilities because of illness or injury.
 - Subd. 2. Earned sick leave, which is unused, may be accumulated to a maximum of one hundred five (105) days.

- Subd. 3. Doctor or dental appointment may be considered sick leave absence.
 - Subd. 4. Employees may use sick leave for serious illness of employee's spouse, children, significant other or parents.
- Section 2. Bereavement: Employees may be absent to a maximum of three (3) normal work days for each occurrence, if necessary, to attend and make arrangements in the event of a death in the employee's immediate family. A maximum of two (2) additional days may be permitted at the discretion of and upon the approval of the Executive Director of Human Resources.
- Subd. 1. Immediate family shall be defined as the employee's parents or former guardian, spouse, parents of spouse, brother or sister and in-laws of a similar degree, children, son-in-law, daughter-in-law, grandchildren, grandparents of employee or spouse, or a dependent living in the immediate household.
 - Subd. 2. Up to two (2) days shall be permitted for a death of nephew, niece, uncle or aunt.
- Section 3. Personal Business Absence: Full-time employees may be granted a maximum of two (2) normal workdays per year to conduct personal business, which cannot otherwise be performed outside of the normal workday. Such days are cumulative to three (3) days.
- Subd. 1. Examples of the use of this absence are court appearance, estate settlements, and funerals not covered by Section 2 of this Article.
 - Subd. 2. Employees using this absence shall notify the Director of Operations at least twenty-four (24) hours in advance of the absence, except in the event of an emergency.
- Section 4. Jury Duty: An employee required to appear for jury duty will be paid the difference between the employee's daily income and jury duty fees, excluding mileage and expenses, for day(s) on which the employee is at the court site. The employee is required to provide a signed attendance form from the court before payment for jury duty.
- Subd. 1. Employees selected for jury duty shall notify the Director of Operations as soon a practicable after being notified of their selection.
 - Subd. 2. Employees shall report for work on the normal workday immediately prior to and the workday immediately following the last day of jury duty.
 - Subd. 3. Employees shall notify their supervisor when they are available for duty after completing jury duty.
- Section 5. Professional Absence: Employees may be allowed to attend professional meetings and other activities of a professional nature with full pay. Wherein employees attend meetings on behalf of the District and upon the instruction of Central Administration, expenses shall be paid by the District. Such authorization should be obtained ahead of time. Wherein Employees attend meetings or visitations, etc., of a professional nature at the expense of the School District, a written report, suitable for publication or distribution among the staff, is expected, so that all may benefit from the professional experience.
- Section 6. Injury on Duty.
- Subd. 1. Upon request of an employee who is absent from work as a result of a compensable injury as covered under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received by the employee pursuant to the Workers' Compensation Act and the employee's daily income to the extent of the employee's accumulated sick leave.
 - Subd. 2. Employees not electing to supplement Workers' Compensation benefits by a sick leave deduction shall receive only the Workers' Compensation benefit and shall not be deducted sick leave for the period of absence.

Subd. 3. In no event shall the additional compensation paid to the employee, by virtue of the sick leave deduction, result in the payment of a total daily, weekly or monthly compensation that exceeds the normal income of the employee.

Section 7. Attendance incentive.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty (360) hours determined as of June 15th of the same tax year, and (b) has taken one (1) or less leave days in the, current school year shall have sufficient leave days converted at the rate equal to five hundred dollars (\$500) which shall be contributed to an active ISD 191 approved 403(b) plan. as of July 15th payroll.

An employee who as of July 1 (a) has accumulated leave time in excess of three hundred and sixty hours (360) hours determined as of June 15th of the same tax year, and (b) has taken more than 1 leave day up to three (3) leave days in the current school year shall have sufficient leave days converted at the rate of pay equal to three hundred dollars (\$300) which shall be contributed to an active ISD 191 approved 403(b) plan as of July 15th payroll.

An employee that takes more than three (3) leave days during the measurement period is not eligible for the conversion of leave days to a 403(b) contribution.

"Leave days" include all absences except Bereavement, vacation, and paid days substituted for unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Effective July 1, 2015 the conversion rate for leave days shall be one hundred dollars (\$100) per day.

ARTICLE VIII - GROUP INSURANCE

Section 1. Health and Hospitalization

Subd. 1. Single Health and Hospitalization Insurance. The District will contribute an amount equal to 95% of the composite premium for an eligible employee who enrolls in the single plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$1,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

Subd. 2. Dependent Health and Hospitalization Insurance. The District will contribute an amount equal to 80% of the composite premium for an eligible employee who enrolls in the dependent health insurance plan. The composite premium will be based on a health care insurance plan with an HRA (Health Reimbursement Account) whereby \$2,000 annually shall be redirected by the district to the HRA. The remainder of the cost of the plan will be borne by the employee via payroll deduction.

Subd. 3. Both Spouses Employed. If an employee and his/her spouse are both employed by the district full-time and are enrolled in dependent coverage, either the husband or the wife will contribute an amount equal to 5% of the single composite premium towards family coverage.

Section 2. Dental:

Subd. 1. The School District shall provide individual dental coverage for each full-time employee who enrolls in the plan. Benefits shall be in accordance with the insurance policy purchased by the School District.

Subd. 2. Dependent coverage shall be available to each employee eligible for single coverage. The cost of dependent coverage shall be paid by the employee via payroll deduction. Employees eligible for dependent coverage must enroll before the inception day or within thirty (30) days of becoming eligible for dependent coverage. Failure to apply for coverage on the inception date or upon becoming eligible shall result in the forfeiting of future rights to dependent coverage.

Section 3. Long-term Disability: During the term of this Agreement, the School District shall contribute the monthly premium cost,

on behalf of eligible and enrolled full time employees of the group income protection plan, adopted by the School District.

Section 4. Life Insurance:

Subd. 1. The School District will provide \$50,000 term life insurance for each employee.

Subd. 2. Pursuant to the terms of the policy purchased by the District, unit members will purchase through payroll deduction an additional \$100,000 in term life insurance.

Section 5. Duration of Coverage:

Subd. 1. Full-time employees who are employed for a normal work year shall be covered by the insurance programs established by this Article of the period defined as the policy year.

Subd. 2. Upon separation from employment, all School District contributions shall cease as of the employee's last paid work day except as otherwise provided in this agreement.

Section 6. Eligibility: To be eligible to participate in the insurance programs established by this Article, an employee must be scheduled to a normal work week of twenty (20) hours or more.

Section 7. Flexible Benefit Plan: The School District will establish a Flexible Benefit Plan under IRS Code 125. Regulations and procedures will be available in the Human Resources Office. A Board policy and accompanying regulations will be developed and updated annually to comply with IRS Regulations.

Section 8. Tax Sheltered Annuity and Deferred Compensation Plans:

Subd. 1: Tax-sheltered annuities and deferred compensation plans, either variable or fixed, shall be made available to Operation and Maintenance Supervisors. Regulations and procedures are available in the Human Resources Offices. The Board policy and regulations will be updated annually for compliance with State and Federal laws.

Subd. 2. Effect July 1, 2013, the District will match up to \$2,250 per year to an approved Minnesota deferred compensation program. The District will authorize up to \$2,250 salary reduction per year payable to a Minnesota deferred compensation program. Effective July 1, 2009 all employee and employer contributions to a deferred compensation plan must go into the district approved program.

ARTICLE IX - HOLIDAYS

Section 1. Employees shall receive ten (10) paid holidays: Labor Day, Thanksgiving and the day following, Christmas Eve Day, Christmas, New Year's Eve Day, New Year's Day, Memorial Day, and Independence Day, and one floating holiday to be scheduled consistent with the school calendar and with the approval of the supervisor.

Section 2. If any paid holiday falls during a full-time employee's vacation period, the day shall not be deducted from earned vacation.

Section 3. To be eligible for paid holidays, an employee must be full-time as defined by Article VI, Section 1.

ARTICLE X - WORK YEAR & VACATION

Section 1. Effective July 1, 2012, an employee shall accrue vacation days at 2.5 days per month, on the last day of the month, up to a maximum of 25 days' accrual balance.

Section 2. Vacation accrual cannot go negative at the time of vacation. Vacation requests may be submitted in advance assuming sufficient vacation leave is available at the time of vacation.

Section 3. Qualified Vacation Days: Illness sustained while an employee is on a scheduled vacation shall be considered as

vacation days. Holidays occurring while an employee is on a scheduled vacation shall be counted as holidays and shall not reduce an employee's accumulated vacation benefits.

Section 4. Termination Vacation Allowance: Employees who have terminated their employment on their own free will and in good standing are entitled to paid vacation days earned.

Section 5. As exempt employees, employees are expected to fulfill job responsibilities for an agreed-upon salary. While exempt employees neither complete time sheets nor are eligible for overtime benefits, exempt employees may independently manage their time in a way that best allows them to fulfill job responsibilities.

ARTICLE XI - REDUCTION OF THE WORK FORCE

Section 1. In the event conditions necessitate a reduction of bargaining unit employees, the following procedure will be used: 1) Voluntary separations will be accepted; 2) Seniority shall determine any further reductions. Seniority is defined as continuous employment in any position in the District. An employee may not bump into a higher paying job classification.

Section 2. In the event reduction occurs, and subsequently the force is again enlarged, the last employee laid off will be the first one hired. The rehiring will be the reverse order of the reduction procedure. If any employee refuses an offer to re-employment up to two (2) years after being laid off, the employee will lose any rights to preferential re-employment.

ARTICLE XII - JUST CAUSE

Section 1. No member of this unit will be suspended without pay or reduced in rank without just cause.

ARTICLE XIII - SEVERANCE PAY

Section 1. Employees who retire from the district shall be eligible to remain in the existing group health and hospitalization insurance programs.

ARTICLE XIV – LEAVES OF ABSENCE

Section 1. Employees who have at least ten (10) years of service in the district may request up to a one-year leave of absence. Employees retain their right to return to their former position, provided they return at the designated time. Employees, who fail to return on the designated date, shall be terminated from employment.

ARTICLE XIV - GRIEVANCE PROCEDURE

Section 1. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

Section 2. In the event that an employee or the Association believes there is a basis for a grievance, the grievant shall invoke the grievance procedure by submitting a written copy of the grievance to the grievor within thirty (30) working days of the occurrence of the grievance. The grievor shall meet with the grievant within ten (10) working days of receipt of the written grievance and render a written decision within five (5) working days of the meeting.

Section 3. If the Association or the employee is not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within Level 1 timeliness, the grievant may submit the grievance within ten (10) working days of the written disposition at Level 1 to the Superintendent. Within ten (10) working days of the receipt of the grievance, the Superintendent or designee shall meet with the grievant and shall respond in writing within fifteen (15) working days of the meeting.

Section 4. If the Association or the employee is not satisfied with the disposition of the grievance at Level II or if no disposition has been made within Level 2 time lines, the Association or the employee may submit the grievance to binding arbitration. Notification of dissatisfaction shall be made in writing to the Superintendent within fifteen (15) working days of the Level 2 decision. PELRA rules shall be followed.

ARTICLE XV - DURATION

- Section 1. This agreement shall become effective as of July 1, 2019, unless specified otherwise herein, and shall continue in full force and effect through June 30, 2021, and shall renew itself for annual periods thereafter, except as modified or terminated in accordance with the provisions of this Article.
- Section 2. Any and all prior contracts, resolutions, practices, policies, rules or regulations inconsistent with the provision of this Agreement are hereby superseded.
- Section 3. The Association and the School District mutually acknowledge that during the meet and confer which resulted in this Agreement each had the opportunity to make demands and proposals regarding the terms and conditions of employment for employees covered under this Agreement. All understandings and agreements arrived at by the Association and the School District during their negotiations are fully and completely set forth in this Agreement. The parties may, by mutual agreement, amend this Agreement during its term.
- Section 4. Between ninety (90) and one hundred twenty (120) calendar days prior to the expiration of this Agreement, either the School District or the Association may serve written notice to modify or terminate this Agreement. A party which gives notice of a desire to modify this Agreement shall within sixty (60) calendar days set forth proposed modifications sought to the party, as inclusive as possible. Negotiations may commence at any time after written notice of termination or modification has been given.
- Section 5. In the event that any provision or provisions of this Agreement is declared to be contrary to law by proper judicial authority from whose finding, determination, or decree have no appeal, such provision shall be null and void and have no force or effect. All other provisions of this Agreement shall continue in full force and effect.