



Achieving success, one student at a time!

**2020-2022
AGREEMENT**

between

**INDEPENDENT SCHOOL DISTRICT NO. 283
St. Louis Park, Minnesota**

and

Operations Supervisors

Effective through June 30, 2022

Board Approved _____

ST. LOUIS PARK – BUILDING SUPERVISOR AGREEMENT**July 1, 2020 – June 30, 2022****TABLE OF CONTENTS**

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ARTICLE 1 - PURPOSE

1.1 Parties

This Agreement is entered into between the St. Louis Park Public Schools, Independent School District No. 283, St. Louis Park, Minnesota hereinafter referred to as the School Board or the District, and the Operations Supervisor employees of St. Louis Park School and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A. of 1971 to provide the terms and conditions of employment for this supervisory group of employees during the duration of this Agreement.

ARTICLE 2 - DEFINITIONS

2.1 School Board or District

For purposes of this Agreement, the terms District or School Board shall mean the School Board or its designated representative.

2.2 Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE 3 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

3.1 Recognition

In accordance with P.E.L.R.A., the District recognizes the Operations Supervisors Group as the exclusive representative of employees in supervisory Operations Supervisors positions as defined in Section 3.2. The Operations Supervisor Group shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

3.2 Appropriate Unit

The Operations Supervisors' Group shall represent all supervisory Operations Supervisors of Independent District No. 283, St. Louis Park, Minnesota who are employed in titles listed in Schedule A and B of this Agreement for more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee bargaining unit, and for more than sixty-seven (67) workdays per year, including those on leave of absence who are guaranteed a position upon their return.

ARTICLE 4 - SCHOOL DISTRICT RIGHTS

4.1 Inherent Managerial Rights

In compliance with P.E.L.R.A. 179A. 07, Subd. 1, the parties recognize that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

4.2 Management Responsibilities

The parties recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the District.

4.3 Effect of Laws, Rules and Regulations

The parties recognize that all employees covered by this Agreement shall perform the services prescribed by the District in their job descriptions. The parties also recognize the right, obligation and duty of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives and orders from time to time as deemed necessary insofar as such reasonable rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, federal laws, rules and regulations of the Minnesota Department of Education and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

ARTICLE 5 - EMPLOYEE RIGHTS

5.1 Right to Views

In compliance with P.E.L.R.A. 179A.06, Subd. 1, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or that employee's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Operations Supervisor Group.

5.2 Personnel Files

All evaluations and files generated within the District relating to each employee shall be available during regular school business hours to each individual employee upon reasonable notice. The employee shall have the right to reproduce any of the contents of the files at the employee's expense, and to submit for inclusion in the file written information in response to any material contained therein. The District may destroy such files as provided by law.

ARTICLE 6 - THE WORK YEAR

6.1 Employee Duty Days

The employee shall perform services on those days as determined by the District, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

6.2 School Closings

- A.** When a snow day has been declared by the District, all employees who reported for, and completed their assigned shifts, shall receive an additional day off as compensation. It is understood that this additional day of compensation shall not be deducted from the employee's vacation or sick days. This additional day off may be taken with permission of their supervisor and preferably during the student summer months.
- B.** Personnel unable to report for duty or working less than a full shift will be paid but must elect to have their non-work time charged against their sick leave accrual, vacation accrual, or emergency leave. Employees having no leave or vacation days will not be paid.
- C.** Notwithstanding the preceding conditions, their supervisor may schedule a nonpaid Saturday work opportunity for affected personnel, following which the participants' leave or vacation deduction would be restored. Employees normally scheduled for Saturday work could make alternate arrangements. In the event of any school closing, employees will report for duty only if so requested by an appropriate supervisor. Employees requested to report for duty will be paid. Employees not requested to report would be paid for up to five (5) days of school closing or such days will be made up if all other employees are required to make up such days.

6.3 Holidays

- A. Eligibility: In order to be eligible for holiday pay, an employee must be employed at least 20 hours per week and have worked the employee's regular work day before and after the holiday, unless the employee is on paid leave or vacation under the provisions of this Agreement.
- B. Holidays shall include: Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Dr. Martin Luther King Jr. Day, Presidents' Day, Good Friday and Memorial Day.
- C. School in Session: The District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any scheduled holiday that falls within an employee's vacation period shall not be counted as a vacation day.

ARTICLE 7 - THE WORK DAY

7.1 Work Hours

Operations Supervisor employees are salaried supervisory personnel who regularly work eight (8.0) hours per day, forty (40) hours per week and fifty-two (52) weeks per year with the understanding that more time may be needed to complete some tasks.

7.2 Work Week

The normal scheduled work week for full time employees shall be forty (40) hours per week and five (5) days per week.

ARTICLE 8 - BASIC COMPENSATION

8.1 2018-2020 Rates of Pay

The wages and salaries reflected in Schedules A & B attached hereto, shall be part of the agreement for the 2018-19 and 2019-2020 school years.

8.2 Method of Payment

- A. Employees shall be paid in twenty-four (24) payments, such pay days to be on the fifteenth (15th) and last day of each month. The District may choose to move payroll to 26 payments and pay every other Friday. In the event the District plans to move pay dates, it will give the Operations Supervisor Group not less than six (6) months of notice and meet and confer on the plan for implementing the change.
- B. In the event that pay dates fall on a weekend or holiday, the payday shall be the preceding workday.

8.3 Deduction

In the event that an employee is absent without leave and a pay deduction is to be made for such absence, the amount of the deduction shall be either a half day or a full day. Absences of less than one day that are covered by other paid leaves such as sick time or vacation may be made on a full day, half day or on an hour for hour basis as long as the person has available leave time.

8.4 Initial Placement

New employees may be hired within the salary schedule based on experience and qualifications to be determined by Human Resources.

8.5 Movement through the Salary Range

- A. An Operations Supervisor will be eligible to advance through the salary schedule each year of the agreement up to the range maximum. The District will meet and confer with representatives from this group on the placement of employees within the ranges and annual movement through the ranges. This increment or movement through the ranges will be calculated by the District and function similarly to step movement in other groups. Employees with a performance rating below meets standards or on a corrective action plan will not be eligible for additional movement. In the event that a current employee's salary is outside the newly established ranges, the District's calculations will over time to move the salary to be within the range.

- B. The employee also must have been actively paid on the payroll at least (a) 1000 hours, if the employee is a 12-month, 40-hour per week employee, or (b) 50% of the hours for that person's FTE, if the employee is a less than 12-month or less than 40-hour per week employee.
- C. An increment shall not be withheld unless the employee is notified of the deficiency in writing and given reasonable opportunity to correct the deficiency. An action withholding an increment shall be subject to the grievance procedure.

ARTICLE 9 - EXTRA COMPENSATION AND ASSIGNMENT

9.1 Jury Duty

An employee who serves on jury duty will be granted the day or days necessary, as stipulated by the court to discharge this responsibility, without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the District, less the mileage and other expenses, as regulated by state guidelines. If an employee is released from jury duty for a full or half day, the employee shall report back to work for the remainder of the day while on paid status.

9.2 Mileage Allowance

A travel allowance of \$100 per month of employment, payable \$50 each pay period, will be paid to employees for authorized use of personal cars in connection with District business within the metropolitan area.

9.1 Clothing Allowance

The District will reimburse personnel for the purchase of job-related clothing to a maximum of \$240 per year. Uniforms shall be similar in color and style throughout the District.

ARTICLE 10 - VACATIONS

10.1 Eligibility

Full-time eligible employees shall accrue vacation each year based on years of service in the District according to the following schedule:

- During the first four (4) years of service (0-4 years completed) in the District, employees will receive up to a maximum of fifteen (15) days in any one year.
- After completing five (5) years of service, up to a maximum of twenty (20) days in any one year.
- After completing fifteen (15) years of service, up to a maximum of twenty-five (25) days in any one year.

For employees hired into the Operations Supervisor Group, prior to July 1, 2018, after completing thirty (30) years of service, they may accrue up to a maximum of thirty (30) days in any one year.

10.2 Application

- A. Vacations accrual amounts shall be determined as of July 1, of each year.
- B. If an eligible employee starts in a position after July 1, the employee will be given the prorated amount of vacation for the remainder of that year.
- C. For those employees working four (4) or more but less than eight (8) hours per day, vacation shall accrue on a pro-rata basis.
- D. An employee shall be reimbursed for all unused vacation up to a maximum of 30 days of pay provided that they submit a written resignation with 30 days of notice. An Operations Supervisor employee's daily rate of pay shall be the daily rate in place at the time.

10.4 Other Vacation Rules

- A. Employees must submit a written request for vacation to their supervisor at least four (4) days in advance. Request for vacation is subject to the approval of the supervisor.
- B. Employees accrue vacation during a particular fiscal year (July 1 to June 30). Vacation accrued as of June 30 of each year must be used by the following January 31 or will be forfeited unless otherwise approved in writing by the District.
- C. If the employee resigns before completing six (6) months of service the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the employee's final check. An employee who has completed at least six (6) months of service shall be entitled to receive the pro-rata pay for up to 30 days of unused vacation time provided such employee provides the District with at least 30 days of advance notice of the employee's resignation time, unless such termination is by reason of death or disability.

ARTICLE 11 - GROUP INSURANCE**11.1 Selection of Carrier**

The selection of the insurance carrier and policy shall be made by the District.

11.2 Employer Contribution

The District will contribute up to the following amounts to the coverage selected by eligible employees regularly scheduled to work six (6) or more hours per day and 30 hours per week:

A. District Health Insurance Program Non-Deductible/Standard:

District Contributions Standard-Plan A	Employee	Employee + 1	Family
July 1, 2020	\$550/mo.	\$1,220/mo.	\$1,650/mo.
July 1, 2021	\$590/mo.	\$1,225/mo.	\$1,700/mo.

B. District Health Insurance Program Deductible/VEBA:

District Contributions VEBA-Plan B	Employee	Employee + 1	Family
July 1, 2020	\$620mo	\$1,300/mo.	\$1,725/mo.
July 1, 2021	\$640/mo.	\$1,350/mo.	\$1,775/mo.

C. Effective for July 1, 2022, the District will make the following contributions to either the Standard Plan A or Deductible/VEBA Plan B:

District Contributions	Employee	Employee + 1	Family
July 1, 2022 - Plan A Standard	\$590/mo.	\$1,250/mo.	\$1,725/mo.
July 1, 2022 - Plan B VEBA	\$655mo.	\$1,375/mo.	\$1,800/mo.

For eligible employees who select the \$1,000 Deductible Health Insurance Plan, the District will deposit \$1,000 annually into an employee owned Health Reimbursement Account (HRA) during active employment. The District will deposit that amount at the beginning of the plan year.

11.3 Dental Insurance

The District shall contribute toward a portion of the premium for dental insurance for the 2018-2020 Dental Plans under the terms of the policies of insurance carried by the District for employees. The employee must enroll to receive health plan coverage. Employees may enroll in either Employee or Family coverage options. The employee shall pay the difference between the District contribution and the total cost of the dental plan coverage selected.

District Dental Contributions	Employee	Family
July 1, 2020	\$52/mo.	\$95/mo.
July 1, 2021	\$52/mo.	\$95/mo.

In the event that a successor agreement has not been entered into by July 1, 2022, the District's contribution shall not exceed the dollar amount of the premium in effect as of July 1, 2021.

11.4 Group Income Protection – Long Term Disability (LTD)

- A. The District shall pay the premium for the LTD insurance in force on the effective date of this Agreement for all employees who are eligible for and are enrolled in the LTD plan.
- B. Subject to the provisions of the policy, the plan provides for a benefit of 2/3 of income but with a monthly maximum of \$5,000.00 per month.

11.5 Life Insurance

The District shall provide a group term life insurance plan providing two times annual salary of life insurance for each employee employed by the District who is eligible for and is enrolled in the life insurance plan. Upon retirement and until the age of 65, Operations Supervisor employees shall be eligible to continue participation in the group term life insurance plans, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such coverage.

11.6 Health Care Savings Plan in Lieu of Retiree Health Insurance (Hired on or after 7-1-2005)

- A. Employees hired on after July 1, 2005 and eligible for health insurance coverage will participate in a Health Care Savings Plan (HCSP) in lieu of retiree health insurance. Employees hired prior to July 1, 2005 and eligible for health insurance coverage who previously elected to participate in this HCSP will continue in this program with the understanding that it will not be retroactive to 2005 and that there is no re-election of the retiree health insurance program (Appendix C) in the future.
- B. Employees who have completed full years of employment by June 30th of any year after 2005 and who are eligible for health insurance coverage will receive the following District contributions to be placed in the employee's HCSP account:
 - \$1,000 annually for five (5) to nine (9) completed years of service.
 - \$2,500 annually for 10-14 completed years of service
 - \$5,000 annually for 15 full years of service
- C. The maximum total District contributions to any employee's HCSP account will be \$50,000.

11.7 Claims Against the District

It is understood that the District's only obligation under Article 11 is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance benefits.

11.8 Duration of Insurance Contribution

An employee is eligible for monthly District contributions as provided in Article 11 as long as the employee is employed by the District. Upon termination of employment, all District participation and contribution shall cease on the last day of the month in which the employee terminated.

11.9 Insurance Eligibility- Part-Time Employees

For purposes of Article 11, it is understood and agreed by the parties that participation in the group insurance plan as stated shall be allowed only to those employees who are employed at least thirty (30) or more hours per week. For those employees working twenty (20) hours per week or more but less than thirty (30) hours per week hours per the following shall apply:

- A. District contribution to the health insurance program shall be one-half (1/2) the applicable amounts stated in Sections 11.2A and 11.2B.
- B. District contribution to dental insurance shall be one-half (1/2) the amount stated in Section 11.3.
- C. Group income protection (LTD) as in force in Section 11.4.
- D. Life insurance in one-half (1/2) the amount stated in Section 11.5.
- E. For purposes of Section 11.9, it is understood and agreed that a “week” is defined as any five days in which an employee is assigned to work.

11.10 Continued Coverage

Employees shall be eligible to continue participation in the District health insurance plan through COBRA coverage, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance, under the following circumstances:

- A. The employee retires prior to the age of Medicare Eligibility;
- B. Is at least 55 years of age; and
- C. Has completed at least ten (10) years continuous service in the District.

The employee’s right to continue participation in such group insurance; however, shall discontinue upon reaching the age of Medicare Eligibility. The right to participation pursuant to this Section 11.10 shall not be retroactive in application.

ARTICLE 12 - LEAVES OF ABSENCE**12.1 Basic Leave Allowance**

Employees working 12 month assignments will receive a leave allowance of fifteen (15) days and employees scheduled less than 12 months will receive ten (10) days. The leave allowance of paid days shall be granted for each full school year provided an employee is scheduled at least four (4) hours per day and has served for a minimum of twenty (20) duty days each year. Leave not used during any school year shall accumulate without limit. An employee employed at least four (4) hours per day but less than six (6) hours per day shall accrue and use basic accumulated leave on a pro-rata basis.

12.2 Sick Leave

- A. An employee may use one (1) day of accumulated leave for each day of personal illness. An employee may use one (1) day of accumulated sick leave for each day of illness or disability of the employee’s child who is less than eighteen (18) years old, for such reasonable period as the employee’s attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee’s own illness. (Minn. Stat. §181.9413).
- B. Basic accumulated leave pay shall be allowed by the District whenever an employee’s absence is found to have been due to illness which prevented the employee’s attendance at school and performance of duties on that day or days or as otherwise allowed in Section 12.2.
- C. The District may require an employee to furnish a medical certificate as evidence of illness, indicating such absence was due to illness, in order to qualify for basic accumulated leave pay.
- D. In the event that a medical certificate will be required, the employee will be so advised in writing.
- E. For necessary absence because of illness in the immediate family, the employee, upon approval of the responsible administrator, may use up to five (5) of the days from accumulated leave allowance in any one

school year at no salary deduction. The immediate family shall be interpreted to mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren and step parents. In the case of a son or daughter less than eighteen (18) years old, refer to Section 12.2.1.

- F. For necessary absence because of illness in the close family, the employee, upon approval of the responsible administrator, may use up to three (3) of the days from accumulated leave allowance in any one school year at no salary deduction. The close family shall be interpreted to mean: son-in-law, daughter-in-law, brother-in-law and sister-in-law. Close family shall also include any other person residing in or who has resided in the same household as the employee and who clearly stands in the same relationship with the employee.
- G. In the event an employee, in a particular year, has fully utilized the number of days provided in Sections 12.2.E and 12.2.F for absence due to the illness of an immediate family member and/or close family member, the employee has accumulated leave allowance remaining, and an immediate or close family member requires additional care, an additional number of days, not exceeding five (5) days, may be granted by the Director of Human Resources, if in the discretion of the Director, additional days are warranted.
- H. Eligible employees may access up to a maximum of 160 hours of accumulated and unused sick leave in a school year for the care of relatives in accordance with Minn. Stat. § 181.9413 and sections A-H of this Article.
- I. The employee may utilize up to twelve (12) work weeks per year of job-protected leave for:
 - 1. Family Leave
 - a. The birth of a child of the employee and in order to care for such child.
 - b. The placement of a child with the employee for adoption or foster care.
 - 2. Medical Leave
 - a. To care for a family member who has a serious health condition.
 - b. Treatment of a serious health condition that makes the employee unable to perform the functions of the position of such employee. The employee may elect to use accrued paid leave or may request a leave without pay or a combination of the two for the leave period. Such leave is subject to the provisions of Public Law 103-3, the Family and Medical Leave Act of 1993.
- J. After basic accumulated leave has been used, and under conditions of a chronic or continuous illness or disability as certified by a medical doctor, an additional number of days of basic accumulated leave may be granted by the Director of Human Resources.
- K. At the time an employee becomes eligible to receive long-term disability compensation as provided in this Agreement, so long as the LTD policy allows, such employee will be allowed to coordinate the use of LTD and basic leave pay so as not to receive more than the employee's full regularly scheduled salary payment. Only the fraction of the regular pay not covered by LTD will be deducted from the employee's accrued basic accumulated leave.
- L. If an employee is injured on the job in the service of the District and is collecting Worker's Compensation Insurance as well as drawing on basic accumulated leave and receiving full salary from the District, the employee's salary shall be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from the employee's accrued basic accumulated leave.

12.3 Personal Leave

- A. An employee scheduled at least four (4) or more hours per day may be granted personal/emergency leave at the discretion of the your immediate supervisor of no more than three (3) days per year, such leave to be deducted from the accumulated leave. Circumstances which qualify for use of this leave allowance are those extraordinary situations that arise requiring the employee's urgent attention which cannot be attended to when school is not in session and which are not covered under other policies.
- B. Requests for such leave must be made using the District online time off system to the appropriate supervisor at least two (2) days in advance, except in cases of emergency. If an emergency makes it impossible to submit a

request in advance, an oral request shall be submitted to the personnel administrator and then confirmed in writing immediately upon the return of the employee. The request shall state the reason for the proposed leave. The Director of Human Resources reserves the right to refuse to grant such leave.

- C. A personal day normally shall not be granted for the days preceding or the day following holidays or vacations, and the first five (5) days and the last five (5) days of the school year.
- D. In case of religious holidays or extreme emergency, additional leave with pay may be granted by the Director of Human Resources and such leave shall be deducted from the employee's basic accumulated leave.

12.4 Bereavement Leave

- A. Employees eligible for basic accumulated leave also may be granted up to five (5) days bereavement leave in a contract year for death in the immediate family or close family (as defined in Section 6 – Sick Leave). The amount of leave allowed under this provision is subject to the discretion of the responsible administrator and shall not be deducted from basic accumulated leave. The amount of leave allowed under this provision is subject to the discretion of the Director of Human Resources and may depend on circumstances such as distance, the individual's responsibility for the funeral arrangements, and the employee's responsibility for taking care of the estate of the deceased, and shall not be deducted from sick leave. Additional requests for Bereavement consistent with this section may be granted and days in excess of five Bereavement Leave (5) days would be deducted from available accumulated leave. Requests to be absent from work for other than immediate or close family (as defined in Section 6 – Sick Leave), may be granted based on overall attendance and ability to cover the assignment. Any of these days granted would be deducted from available accumulated leave. Documentation, such as an obituary or funeral program, may be requested by the District for any bereavement leave request.
- B. Eligible employees shall have one day of bereavement leave for persons other than immediate or close family. This leave shall be deducted from basic accumulated leave.

12.5 General Leaves of Absence

- A. Employees scheduled at least four (4) or more hours per day may apply for an unpaid leave of absence subject to the provisions of Section 12.5. The granting of such leave shall be at the discretion of the District.
- B. Such leave may be granted by the District for Peace Corps, Vista, extended illness of the employee, extended illness of the employee's family, adoption, civic activities or other reasons deemed appropriate by the District.
- C. An employee on leave is eligible to participate in group insurance programs for which the employee is eligible if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the leave. If the employee's unpaid leave is under the Family and Medical Leave Act of 1993, the District will continue their medical coverage contribution for up to twelve (12) weeks. It is the responsibility of the employee to make arrangements with the Benefits Office to pay to the District the monthly premium amounts in advance and on such date as determined by the District.
- D. An employee on leave of absence under Section 12.5 shall retain such amount of accumulated leave days, experience credit, seniority and other accrued benefits which the employee had accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional basic accumulated leave, experience credit, seniority or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.
- E. Leaves of absence of thirty (30) days or less granted under Section 12.5 shall accrue basic accumulated leave, experience credit, seniority and other benefits as if continuously employed.
- F. An employee on leave of absence under Section 12.5 shall notify the District, in writing, of their intent to return to the District, at least two weeks prior to the expiration of the leave. Failure to so notify the District shall constitute a resignation. An employee granted a leave of absence under Section 12.5 of thirty (30) days or less

shall return to their former position. An employee returning from a leave of absence under Section 12.5 of more than thirty (30) days, but less than one year, shall be re-employed in the position the employee had prior to taking the leave of absence or a comparable position for which the employee is qualified. Qualifications and assignment of employees returning from a leave of absence under Section 12.5 of more than thirty (30) days shall be determined by the District.

12.6 Child Care Leave

- A.** The District shall grant, upon request of the employee, a child care leave, without pay, to one parent of a child, natural or adopted, subject to the provisions of Section 12.6. For purposes of Section 12.6, the term child care shall include but not be limited to the period of time when an employee is pregnant.
- B.** In the event of pregnancy, an employee may continue her duties until the onset of the disability and thereafter utilize disability. Thereafter, an employee may request a child care leave. However, if the employee requests a child care leave prior to the onset of disability, such child care leave shall be in effect for the date of commencement through the period of child birth and recovery.
- C.** A pregnant employee shall notify the Director of Human Resources in writing not later than the end of the sixth month of her pregnancy and the expected dates of leave.
- D.** An employee may take a child care leave of up to twelve (12) months. The commencement and return date of child care leave shall be determined by mutual agreement between the employee and the Superintendent or designee, taking into account the continuity of the administrative needs of the program and the desires of the employee.
- E.** In approving a child care leave of absence, the District shall not be required to grant any leave more than twelve (12) months in duration or permit the employee to return to employment prior to the date designated in the approved child care leave.
- F.** An employee returning from child care leave shall be re-employed in the same position and/or classification. In the event of staff reduction, an employee returning from child care leave is subject to Article 15 of this Agreement.
- G.** An employee on child care leave is eligible to participate in those group insurance programs for which the employee was eligible when employed, if permitted under the insurance policy provisions, and shall pay the entire premium for such programs as the employee wishes to retain after the twelve (12) weeks leave permitted by the Family and Medical Leave Act of 1993. It is the responsibility of the employee to make arrangements with the Benefits Office to pay the District the monthly premium amounts in advance and on such dates as determined by the District. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to Section 12.6.
- H.** An employee on leave of absence under Section 12.6 shall retain such amounts of basic accumulated leave days, experience credit, and other accrued benefits which the employee accrued, if any, at the time the employee went on leave for use upon the employee's return. No additional basic accumulated leave, experience credit or other benefits shall accrue for the period of time that an employee is on leave except as otherwise provided herein.

ARTICLE 13 – DEFERRED COMPENSATION

13. Deferred Compensation Matching Program

Eligible employees include (a) employees hired on or after July 1, 1999 and (b) employees hired prior to July 1, 1999 who elected this Deferred Compensation Matching Program and do not participate in the District Severance Pay Program (see Appendix C – Severance). All eligible employees in the Operations Supervisor Group unit as defined in this Section starting in their first year of employment in the District will be eligible to participate in the deferred compensation matching program. The District will match the amount an employee contributes annually up to the amounts defined in Section 13.C. District contributions will pro-rated based on the employees FTE level.

- A. Eligible employees must elect to participate in the deferred compensation program during the open enrollment period each year. Participation will continue at the same level until the Payroll Department is notified in writing of any changes.
- B. The District will pay its matching share of FICA taxes as provided in Minnesota Deferred Compensation legislation until legislation changes.
- C. The District will match eligible employee's contributions in the following amounts:
 - \$ 750 maximum: Employees who have completed 0-4 years of service in the District.
 - \$1,000 maximum: Employees who have completed 5 years of service in the District.
 - \$1,250 maximum: Employees who have completed 10 years of service in the District.
 - \$1,500 maximum: Employees who have completed 15 years of service in the District.
 - \$2,000 maximum: Employees who have completed 20 years of service in the District.
- D. District participation in the program will not exceed \$35,000.
- E. Employees hired prior to July 1, 1999 can participate in the program on a voluntary basis, but will not be eligible for both plans and cannot change back to the District's severance program (see Appendix C). The District's contribution will be on a pro-rata basis.

ARTICLE 14 - VACANCIES AND TRANSFERS

14.1 Posting of Vacancies

All permanent vacancies will be posted on the District website for a minimum of five (5) working days. A permanent vacancy is defined as one anticipated to last more than six (6) months. A position may be filled temporarily pending completion of posting and application procedures.

14.2 Application for Vacancies

All employees under this Agreement may submit an application in writing on the District's online employment application for any vacancy that is posted pursuant to Article 14.

14.3 Filling of Vacancies

Notice of candidate selection shall be given within fifteen (15) working days after the selection has been made. All internal applicants will be given written notification by the District indicating whether or not they are successful candidates.

14.4 Outside Applicants

The District reserves the right to fill any position with an outside applicant if no internal candidates apply or if internal candidates do not have the needed qualifications for the position.

14.5 Voluntary Transfers

- A. Employees desiring a transfer shall submit a written request to the Facilities Manager stating the specific assignment or nature of the assignment and the school or schools preferred. Such request shall be acknowledged in writing.
- B. Each transfer applicant shall be notified of the status of that application on or before June 1st of the school year in which the request is made.

14.6 Administrative Transfers

The District reserves the right to transfer personnel as conditions may require. Seniority and posting shall not apply in an administrative transfer involving two permanent employees. Transfers of this nature will be discussed with the exclusive representative for the group prior to final disposition.

ARTICLE 15 - STAFF REDUCTION AND LAY OFF

15.1 Procedures

In the event of staff reduction, personnel shall be laid off or have hours reduced pursuant to the provisions of this Article 15.

15.2 Seniority

For the purpose of this Article 15, all personnel shall have seniority commensurate with their total continuous years of service within a job title listed in Appendix A within this Group. In the event that there is a tie in seniority that tie will be broken by the total seniority in the District. In the event that there still is a tie based on total District seniority, then the tie shall be broken by lot. This tie breaker shall apply only to lay off situations and shall not be applicable for any other purposes in this contract.

15.3 Layoffs and Recall

Except in cases of the inability of the employee to perform the duties of the assignment or in cases of termination for cause, the selection of personnel for being laid off shall be made in reverse seniority order by job title.

In the event of staff reduction, the employee whose job has been eliminated shall have the right, if qualified, to replace the least senior employee within the same job title (example: a Building Operations Supervisor would bump the least senior Building Operations Supervisor and not the Nutrition Operations Supervisor). Article 15.2, shall apply to all such position changes, except that if the performance of an employee who exercised seniority rights is unsatisfactory, the position shall be declared open. The displaced employee shall then compete with all other personnel in subsequent postings.

15.4 Recall Rights

Laid off employees shall retain their seniority and right to recall for a period of eighteen (18) months after date of lay off.

- A.** Recall rights shall terminate upon resignation or termination of an employee pursuant to this Agreement or after eighteen (18) consecutive months, if terminated by reason of staff reduction. A benefit eligible employee who accepts a non-benefit eligible position retains recall rights for the remaining 18 months from the initial lay-off.
- B.** Displaced employees as a result of staff reduction who have accepted a position within a lower classification shall receive priority consideration in filling vacancies in their previous classification.
- C.** Employees who have been laid off pursuant to Section 15.4 and have recall rights pursuant to Section 15.5 will be recalled in seniority order to any available position within the bargaining unit provided they are qualified for the positions that become available.

ARTICLE 16 - PROBATIONARY PERIOD

16.1 Probationary Period

An employee under the provisions of this Agreement shall serve a probationary period of twelve (12) months of continuous service in the District during which time the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

16.2 Completion of Probationary Period:

An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just 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.

ARTICLE 17 - EVALUATION

17.1 Formal Evaluation

All formal evaluations of personnel shall be conducted openly and with full knowledge of the employee concerned by an administrator or supervisor of the District.

17.2 Procedure

All formal evaluations of personnel shall be online or in writing. The evaluation will be viewed online or two (2) copies of the written evaluation shall be submitted to the employee at the time of the personal conference or within five (5) working days thereafter, one (1) to be signed and returned to the administration, the other to be retained by the employee. When using an online evaluation process, the employee will be given access to the online evaluation and be able to review and sign online. In the event that the employee feels that the evaluation was incomplete or unjust, the employee may put those objections in writing and have them attached to the evaluation report to be placed in the employee's personnel file. In lieu thereof, the employee may file a grievance under the grievance procedure stating the evaluation was factually inaccurate. All evaluations shall be based upon the criteria established in the job description or by the District.

ARTICLE 18 - CORRECTIVE ACTION

18.1 Corrective Action

The District recognizes the concept of progressive discipline. The purpose of the taking corrective action through progressive steps of discipline is to inform the employee of the correct way to perform the job and of any consequences for not making needed changes. The corrective action process consists of informal and formal steps consisting informal coaching conversations and of formal actions of: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, and 4) termination. The employee shall be allowed representation at any stage of formal discipline. A conference between the employee and his/her supervisor shall be held prior to the imposition of any formal discipline. Normally, the District will utilize the levels of progressive discipline in order. However, in the case of more serious infractions, the District reserves the right to impose discipline, at any level, consistent with the seriousness of the infraction. Normally, a written warning and time to correct, when appropriate, will precede a suspension without pay or discharge.

18.2 Grounds for Disciplinary Action

The imposition of an oral reprimand shall not be subject to the grievance procedure. An employee may challenge the contents of any written materials pursuant to the provisions of Section 5.2 - Personnel Files. An employee shall receive a written reprimand, be suspended without pay or terminated only for just cause and such action shall be subject to the grievance procedure. This provision does not preclude or supersede the provision contained at Section 16.1 - Probationary Period).

18.3 Opportunity to Meet

Suspension without pay shall be imposed only by the Superintendent. If a suspension without pay is to be considered pursuant to Section 18.2, the employee shall be afforded an opportunity to meet with the Superintendent. The employee may elect to have representation in attendance at any such meeting. In the absence of the Superintendent, another District office administrator may act as the Superintendent's designee for purposes of this section.

18.4 Subject to Arbitration

Suspension without pay shall take effect only after written notification from the Superintendent to the employee and the Operations Supervisor Group stating the grounds for suspension without pay. The Operations Supervisor Group shall have the right to invoke the grievance procedures set forth in this Agreement at the arbitration level, provided written notification requesting arbitration is sent to the Superintendent within five (5) working days after receipt of the written notice of suspension without pay. The arbitrator's authority shall include a review of whether the suspension without pay, and length thereof, was appropriate considering all circumstances surrounding the action.

18.5 Time of Suspension

Suspension without pay shall take effect upon receipt by the employee of the written notice of suspension or shall take effect as otherwise indicated in the written notice. The suspension shall continue in effect for the time period provided in the written notice of suspension without pay. The maximum suspension without pay shall not exceed the length of one school year.

18.6 Suspension with Pay

The parties acknowledge that the District has the right to impose a suspension with pay as a disciplinary action under special circumstances. Such an action on the part of the District would be subject to the just cause standard as provided for suspensions without pay. If used, the suspension with pay shall have the same weight in the progressive process as the same length suspension without pay.

18.7 Application of Suspension Without Pay

Suspension without pay shall not apply to an employee who is removed from duty pending investigation of allegations, which period shall be covered by a paid Administrative Leave and which shall not be subject to the grievance procedure.

ARTICLE 19 - GRIEVANCE PROCEDURE**19.1 Purpose and Procedure**

- A. Good morale is maintained, whenever problems arise, by the sincere efforts of all persons concerned working toward constructive solutions in an atmosphere of courtesy, cooperation and good faith. The parties acknowledge that it is desirable for an employee and the employee's immediate supervisor to informally resolve grievances. However, since all matters cannot be resolved satisfactorily in this manner, a formal process must be provided as an alternative. Thus, this formal grievance procedure has been developed as a means of securing, at the lowest possible administrative level, prompt and equitable solutions to those disputes not settled on an informal basis.
- B. The parties agree that grievance proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure. Further, it is agreed that the investigation and processing of any grievance shall be conducted in a professional manner at such times as not to cause undue interruptions of established work schedules.

19.2 Representative

The grievant shall be represented during all of this procedure by the Operations Supervisor Group. The District shall be represented during all steps of this procedure by its designated representative.

19.3 Grievance Definition

A "grievance" shall mean an allegation by an Operations Supervisor Group member resulting from a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

19.4 Definitions and Interpretations

- A. **Employee**: The term “employee”, except where otherwise indicated, is considered to apply to all members of the appropriate unit.
- B. **Grievant**: An “aggrieved employee” or “grievant” is the employee or employees making the claim.
- C. **Time Limits**: The time limits provided in the grievance procedure shall be strictly observed, but may be extended by written mutual agreement of the parties concerned. In the event a grievance is filed after May 1, of any year, and strict adherence to the time limits may result in hardship to any party, the parties shall make reasonable efforts to process such grievance prior to the end of the school year.
- D. **Working Days**: Reference to “days” regarding time periods in this procedure shall refer to working days. A working day is defined as all days excluding Saturdays, Sundays and holidays as defined by this Agreement.
- E. **Computing Time**: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default from 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, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- F. **Filing/Service of Process**: The filing or service of any notice or document herein shall be timely if it is personally served or served by electronic means within the time period designated.
- G. **Grievance Form**: The grievance form that must be used for filing of grievances shall be provided by the District. Such form shall be readily accessible in all school buildings. (Appendix B)

19.5 Adjustment of Grievance, Time Limitation and Waiver

The parties shall attempt to adjust all grievances that may arise during the course of employment of any employee within the District in the following manner:

Informal

If an employee or the Operations Supervisor Group believes there has been a grievance, the employee and Operations Supervisor Group shall discuss the matter with the responsible supervisor and/or the human resources director within fifteen (15) days of the occurrence of the act which gives rise to the grievance or within fifteen (15) days after the employee and Operations Supervisor Group acquired or should have acquired knowledge of the facts which give rise to the grievance. If the grievance is not resolved as a result of this meeting, the employee and Operations Supervisor Group, written consent signed by employee and Operations Supervisor Group, may file a formal written grievance. Failure to grieve at the informal step within the time period set forth above shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the periods hereafter provided shall also constitute a waiver of the grievance.

Formal

- A. **Level 1**: The formal written grievance, signed by the employee involved and approved by the Operations Supervisor Group must be presented to the responsible supervisor within fifteen (15) days after the responsible supervisor and/or Human Resources Director respond to the grievance at the informal step. An employee and Operations Supervisor Group, may file a formal written grievance within fifteen (15) days after the informal grievance submission, if no response has been received by that time. The responsible supervisor shall meet with the employee and Operations Supervisor Group within ten (10) days after receipt of the written grievance and give a written answer to the grievance to the Operations Supervisor Group within ten (10) days of the meeting. The Operations Supervisor Group has ten (10) days in which to either accept the answer or appeal it in writing to the next level.
- B. **Level 2**: If the grievance has not been resolved in Level 1, it may then be processed to Level 2 by the employee and Operations Supervisor Group presenting the written grievance to the Superintendent. The Superintendent or his/her designee shall meet within fifteen (15) days after receipt of the written appeal to discuss the problem with the employee and Operations Supervisor Group. Within ten (10) days of the meeting the Superintendent or his/her designee shall submit his/her written answer to the grievance. The Operations

Supervisor Group has ten (10) days in which to either accept the answer or appeal it in writing to the next level. Such appeal shall be served in the office of the Superintendent.

- C. Denial of Grievance: Failure by the District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the Operations Supervisor Group may appeal it to the next level. This shall not negate the obligation of the District to respond in writing at each level of this procedure.
- D. Mediation: Provided both parties (Operations Supervisor Group and the District) agree in writing, Section 19.5 of this grievance procedure may be bypassed and the grievance taken directly to Bureau of Mediation Services (BMS) Grievance Mediation or arbitration. Grievance mediation is optional and voluntary. If mediation is pursued, the contractual timelines for processing a grievance shall be delayed during the period of mediation. Should the matter be unable to be resolved in mediation, the parties retain the right to move to the Arbitration procedure outlined in Article 19.6.

19.6 Arbitration

- A. Procedure: In the event that the parties (Union and the District) are unable to resolve a grievance it may be submitted to arbitration as defined herein.
- B. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the Union may request a list of seven (7) qualified arbitrators from the Bureau of Mediation Services (BMS). The District and the UNION shall determine who is to strike the first name from the list by the toss of a coin. Each party will then alternately strike names until only one remains, who shall be the arbitrator who shall hear and decide the grievance. The UNION and the District shall, within fifteen (15) days after getting the list from the BMS, meet to strike names or attempt to agree upon the selection of an arbitrator. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance. Failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.
- C. Hearing: The grievance shall be heard by a single arbitrator. The grievant shall be represented by Operations Supervisor Group. The parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
- D. 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 in the P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact that shall be based upon substantial and competent evidence presented at the hearing. The arbitrator shall swear all witnesses upon oath.
- E. 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 that 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. However, the party ordering a copy of the transcript shall pay for such copy.
- F. Restriction on Arbitrator: The arbitrator shall not have the power to add to, subtract from, or to modify the terms of the Agreement.

19.7 Election of Remedies and Waiver

A party instituting any action, proceeding or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under Article 19. Upon instituting a proceeding in another forum as

outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to Section 19, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. Section 19.7 shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE 20 - MISCELLANEOUS

20.1 Mileage Reimbursement

Mileage reimbursement shall be paid for authorized use of personal cars in connection with District business for travel outside of the Twin Cities metropolitan area in an amount determined by District policy. The mileage allowance shall be in accordance with IRS guidelines.

20.2 Excess Liability Coverage

The District shall provide automobile liability insurance coverage for secretarial/clerical employees as excess to the automobile liability coverage carried by the individual employee when their personal automobiles are used for District business.

20.3 Hold Harmless Clause

The District agrees, subject to the provisions of this section, as a condition of this employment contract, that it shall defend, hold harmless, and indemnify the Operations Supervisor employees from any and all demands, claims, suits, actions and legal proceedings brought against them in his/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose while the employee was acting within the scope of his/her employment and acting in good faith.

20.4 Training Requirements

Operations Supervisor employees must hold a Chief Engineer's license or hold a First Class license and be working to acquire a Chief Engineer's license. The employee must obtain the Chief's license within the 12-month probationary period.

20.5 Publication of the Agreement

Copies of this Agreement shall be made available to all members of the appropriate unit by posting the Agreement on the District's website within thirty (30) working days after the Agreement is executed. Further, the District shall make available fifteen (15) copies of the Agreement to the Union for its use.

ARTICLE 21 - DURATION

21.1 Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing on July 1, 2020 through June 30, 2022, and thereafter as provided by P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence meet and confer discussions more than 120 days prior to the expiration of this Agreement.

21.2 Effect

This Agreement constitutes the full and complete Agreement between the District and the Operations Supervisor Group representing the Operations Supervisors of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

21.3 Finality

Any matters relating to the current term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement unless mutually agreed to by both parties.

21.4 Severability

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

SIGNATURES

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

For:
Operations Supervisors

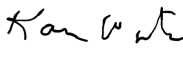
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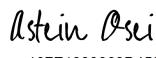
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Authorized Representative

For:
St. Louis Park Public Schools

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Chairperson

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Clerk

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Superintendent

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Human Resource Director

Dated 5/1/2020

Dated 5/1/2020

**SCHEDULE A -
2020-21 Annual Salary Schedule – Operations Supervisors**

Effective July 1, 2020

Building Operations Supervisor - Grade 11:

- Elementary or single building:

Building Operations Supervisor - Grade 13:

- Senior High, Middle School, Central Community Center with multiple building responsibility:

Nutrition Operations Supervisor - Grade 13

2020-21 RANGES		
Range	Min	Max
10	\$41,818	\$56,873
11	\$45,165	\$61,423
12	\$47,462	\$65,973
13	\$51,555	\$71,660
14	\$56,055	\$77,916
15	\$60,965	\$84,742

Effective July 1, 2018, employees who are not at the Maximum of the range will receive an increase of 1.77% on their annual salary schedule rate not to exceed the range maximum subject to the provisions of Article 8.5 – Movement through the Salary Range.

Career Increments – shall be paid to eligible full time employees based on the follow schedule. The amounts shown are noncumulative:

- After 10 years of completed District service: \$1,000 per year
- After 15 years of completed District service: \$2,000 per year
- After 20 years of completed District service: \$2,500 per year
- After 25 years of completed District service: \$3,000 per year

**SCHEDULE B -
2019-20 Annual Salary Schedule – Operations Supervisors**

Effective July 1, 2021

Building Operations Supervisor - Grade 11:

- Elementary or single building:

Building Operations Supervisor - Grade 13:

- Senior High, Middle School, Central Community Center with multiple building responsibility:

Nutrition Operations Supervisor - Grade 13

2021-22 RANGES		
Range	Min	Max
10	\$42,604	\$57,942
11	\$46,014	\$62,578
12	\$48,355	\$67,214
13	\$52,524	\$73,008
14	\$57,109	\$79,381
15	\$62,111	\$86,335

Effective July 1, 2019, employees who are not at the Maximum of the range will receive an increase of 1.88% on their annual salary schedule rate not to exceed the range maximum subject to the provisions of Article 8.5 – Movement through the Salary Range.

Career Increments – shall be paid to eligible full time employees based on the follow schedule. The amounts shown are noncumulative:

- After 10 years of completed District service: \$1,000 per year
- After 15 years of completed District service: \$2,000 per year
- After 20 years of completed District service: \$2,500 per year
- After 25 years of completed District service: \$3,000 per year

APPENDIX A: Provisions that apply to employees hired prior to specified dates:

Retiree Insurance (formerly Article 10 Section 7 for employees hired prior to 7/1/2005)

10.7 District Medical Insurance Contribution for Eligible Retirees

- A. Eligibility: Full-time employees who were hired prior to July 1, 2005, remained continuously employed, have not selected the Health Care Savings option in Section 11.7 of this contract, completed at least twenty (20) years of service with the District and who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to the provisions of this Agreement, upon submission of a written resignation accepted by the School Board. To be eligible for the benefits of this ARTICLE, an employee must be regularly employed at least thirty (30) hours per week and compensated on the basic salary schedule, personnel working less than thirty (30) hours per week can be eligible provided that fifteen of the twenty service years were at the thirty (30) hours per week level and none of the twenty service years were under twenty (20) hours per week. This benefit shall not be granted to any employee who is discharged for just cause by the District.
- B. Insurance: An employee retiring with severance pay or Deferred Compensation shall be eligible for insurance benefits provided the employee meets the eligibility requirements as stated in Section 10.7.A.
- C. The employee shall be eligible to continue participation in the District group health insurance program, if permitted by the terms of the policy with the insurance carrier, until the age of Medicare eligibility. Except as otherwise provided in Section 10.7.D., the employee shall pay the entire premium for such coverage.
- D. The District shall contribute the dollar amount provided by the benefits in effect at the time of the employee's retirement until the employee reaches the age of Medicare eligibility or the expiration of six (6) years from the date of the employee's retirement, whichever occurs first. The portion of the premium not contributed by the District shall be borne by the employee.
- E. For full-time personnel who have completed at least thirty (30) years of continuous service with the District and who are at least fifty-five (55) years of age, the District shall contribute the dollar amount provided in Section 2 of this Article, in effect at the time of the employee's retirement until the employee reaches the age of Medicare Eligibility or the expiration of eight (8) years from the date of the employee's retirement whichever occurs first. The portion of the premium not contributed by the District shall be borne by the employee.
- F. An employee who has reached the age of Medicare eligibility and has maintained continuous coverage, and has a spouse who is not Medicare eligible, shall be eligible to purchase the District health insurance program at group rates covering such spouse by paying the entire premium for such coverage, until such time that the spouse reaches the age of Medicare eligibility or upon the expiration of five (5) years from the date the employee became eligible for Medicare, whichever occurs first.
- G. It is the responsibility of the employee to make arrangements with the school business office to pay to the District such monthly premium amounts, payable by the employee in advance, and on such date as determined by the District.

SEVERANCE PAY (formerly Article 13 for employees hired prior to 7/1/1999)

13.1 Eligibility Employees hired prior to 7/1/1999

Only employees who (a) where hired by the District prior to July 1, 1999 or started as a BOC prior to July 1, 2005, and (b) who did not elect to participate in the Deferred Compensation Matching Program (see Article 13.1) will be eligible to participate in the District's Severance Pay Program Subject to M.S. 465.72. Subject to M.S. 465.72, full time personnel having completed at least twenty (20) years of service with the District who are at least fifty-five (55) years of age shall be eligible for severance pay, pursuant to the provisions of this

Agreement, upon submission of a written resignation accepted by the School Board. To be eligible for the benefits of Article 13, an Operations Supervisor Group employee must be regularly employed at least thirty (30) hours per week and compensated on the basic salary schedule, Operations Supervisor Group personnel working less than thirty (30) hours per week can be eligible provided that fifteen of the twenty service years were at the thirty (30) hours per week level and none of the twenty service years were under twenty (20) hours per week. Severance pay shall not be granted to any employee who is discharged for just cause by the District.

13.2 Number of Days

13.2.1 An eligible employee, upon early retirement or death, shall receive as severance pay an amount representing one of the following two options:

Option A. The employee shall receive an amount representing 100 days of pay. In addition to the 100 days of pay, the employee shall receive, as severance pay upon retirement, the amount obtained by multiplying the employee's daily rate of pay by the employee's number of unused leave days, but in any event not to exceed 260 total days or one (1) year's salary.

OR

Option B. The employee shall receive an amount represented by multiplying the employee's daily rate of pay times the number of accumulated unused sick leave days, such number of unused sick leave days not to exceed the number of days in the basic duty year.

13.2.2 In addition, an eligible employee shall receive as severance pay upon retirement, the amount obtained by multiplying the employee's daily rate by one-half (1/2) times the employee's number of unused leave days, but in any event not to exceed one hundred (100) day's pay.

13.3 Daily Rate of Pay

In applying these provisions, an employee's daily rate of pay shall be the daily rate of pay at the time of retirement, as provided in the basic salary schedule for the fiscal year, and shall not include any additional compensation for overtime, or other extra compensation.

13.4 Payment

Employees will no longer receive any direct payment from the District for severance pay. Payment equal to the value of the employee's severance pay shall be paid directly into the employee's 403b, 457 or a health care savings plan as agreed upon by the District and the exclusive representative for such plans pursuant to the provisions of Min. Stat. § 356.24 and the Internal Revenue Code. The District's annual contribution into the employee's 403b custodial account or other qualified tax-sheltered provision shall not exceed the annual IRS contribution limits for such contributions.

13.5 Application Date

In order to be eligible for the benefits of Article 13, an employee must submit a written resignation and request for severance pay no later than March 1, preceding the end of the fiscal year in which the employee intends to retire. This letter must be submitted after July 1st of the fiscal year of retirement. Exceptions for extenuating medical conditions or other factors may be considered by the District in accepting notice after March 1.

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APPENDIX B:

GRIEVANCE REPORT FORM

St. Louis Park Public Schools

Name: _____ Building _____

Date if Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Particular Relief Sought:

Date: _____

Signature of Grievant