

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT 196

and

**BUILDING ENGINEERS ASSOCIATION
OF INDEPENDENT SCHOOL DISTRICT 196**

Effective

July 1, 2022, through June 30, 2024

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ARTICLE I

PURPOSE

Section 1. THIS AGREEMENT is entered into between Independent School District 196, Rosemount, Minnesota (hereinafter referred to as "School District") and the Building Engineers Association of Independent School District 196 (hereinafter referred to as "Exclusive Representative" or "Association"), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as "PELRA"), to provide the terms and conditions of employment for building engineers, grounds supervisor and district maintenance engineers during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes the Building Engineers Association of Independent School District 196 as the Exclusive Representative of building engineers, grounds supervisor and district maintenance engineers employed by the School District, which Exclusive Representative shall have those rights and duties as prescribed by PELRA and as described in this Agreement. The Letter of Understanding is attached to the end of the collective bargaining agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all the building engineers, grounds supervisors and district maintenance engineers of the District as defined in this Agreement, in PELRA and in the unit certification by the Director of Bureau of Mediation Services.

Section 3. Description of Appropriate Unit: For purposes of this Agreement, positions included within the Unit are as follows: all district maintenance engineers, grounds supervisors, and building engineers employed by Independent School District 196, Rosemount, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding confidential employees, other supervisory employees, part-time employees whose services do not exceed 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 100 working days in any calendar year, and emergency employees as contained in PELRA.

ARTICLE III

DEFINITIONS

Section 1. School Board: "School Board" or "Employer" shall mean the School Board of the Independent School District 196, or its designee.

Section 2. Association: "Association" shall mean the Building Engineers Association of Independent School District 196.

Section 3. Building Engineers or Supervisors: "Building Engineers" or "Supervisors" shall mean all personnel included in the Unit as expressed in Article II, Sections 2 and 3.

Section 4. Superintendent: "Superintendent" shall mean the Superintendent of Schools, or designee.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined in PELRA.

Section 6. PELRA: "PELRA" shall mean the Public Employment Labor Relations Act of 1971, as amended.

ARTICLE IV

PARTIES RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the School District 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. All management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

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

Section 3. Effects of Laws, Rules and Regulations: The Exclusive Representative recognizes that all supervisors covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders issued by properly designated officials of the School District. The Exclusive Representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all supervisors 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 State Board 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 or orders shall be null and void and without force and effect.

Section 4. Dues Check Off: Supervisors shall have the right to request and be allowed dues check off for the organization of their selection, provided that dues check off and the proceeds

thereof shall not be allowed any organization that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed authorization card of the supervisor involved, the School District will deduct from the supervisor's paycheck the dues that the supervisor has agreed to pay to the organization during the period provided in the authorization.

Section 5. Personnel Files: The district personnel file relating to an individual building engineer will be available during regular office business hours to that building engineer upon written request. The building engineer shall have the right to reproduce any of the contents of the file at his/her own expense and to submit for inclusion in the file written information in response to any material contained therein.

ARTICLE V

COMPENSATION

Section 1. Rates of Pay: The annual salary rates for each classification are as follows:

	<u>7-1-22</u>	<u>7-1-23</u>
High School Building Engineer	\$76,986	\$78,911
Middle School/Elementary School Building Engineer to include: SV/VMS Building Engineer HL/SHMS Building Engineer DW/BHMS Building Engineer		
Middle School Building Engineer	\$75,821	\$77,717
School of Environmental Studies Building Engineer	\$73,598	\$75,438
Dakota Ridge (and satellite buildings) Building Engineer	\$75,821	\$77,717
Elementary School Building Engineer	\$73,598	\$75,438
Grounds Supervisor	\$76,986	\$78,911
District Maintenance Engineer	\$76,986	\$78,911

Section 2. Longevity Pay: In addition to the annual salary rate set forth in Section 1 of this Article, building engineers shall be compensated for longevity according to the following schedule:

	<u>7-1-22</u>	<u>7-1-23</u>
Employees who have 3 years and less than 10 years of service	\$1,702	\$1,745
Employees who have 10 or more years of service	\$2,472	\$2,534

Years of service as used in this Section shall include years of continuous full-time employment as a custodial employee of the school district provided the building engineer transferred directly from such employment to a full-time building engineer position.

Section 3. District Maintenance Engineer Advisor: Up to one district maintenance engineer whose annual assignment includes advisory duties shall receive \$5,125 more than the rate applicable under Article V, Section 1 effective July 1, 2022 and \$5,253 effective July 1, 2023. The district maintenance engineer advisor additional duties will not include statutory supervisory authority over members of the Association.

Section 4. Paydays: Supervisors will receive twenty-four (24) equal paychecks and will be paid on the 15th and last day of each month.

Section 5. Retroactivity of Pay Rates: The pay rates set forth in Sections 1 and 2 of this Article are retroactive to July 1, 2022, for time worked by supervisors employed on the effective date of this Agreement. Each supervisor shall receive back pay due under this Section within one month of the signing of this Agreement.

Section 6. Holidays:

Subd. 1. The following fourteen (14) days shall be paid holidays for all full-time supervisors:

- | | |
|------------------------|---------------------------|
| Presidents' Day | Friday after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve Day |
| Thanksgiving Day | New Year's Day |
| Four Floating Holidays | |

Subd. 2. Building Engineers shall be allowed, with the approval of their building principal or the coordinator of Facilities and Grounds, to utilize their floating holidays at any time during the work year.

Subd. 3. Holidays on Saturday or Sunday: If holidays fall on Saturday or Sunday, a different day will be granted at the discretion of the Superintendent.

Subd. 4. Cancellation of Holidays: The School District, however, reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof with the understanding, however, that each supervisor under this provision will be guaranteed fourteen (14) paid holidays per year. Any legal holiday or holidays which fall within a supervisor's vacation period shall not be counted as a vacation day.

Subd. 5. Eligibility for Holiday: In order to be eligible for holiday pay, a building engineer must have worked his/her regular work day before and after the holiday unless he/she is on excused illness or on vacation under these provisions.

Section 7. Vacations: Vacation allowances shall apply to all full-time building engineers according to the following schedule:

- 12 days vacation after one (1) year of service
- 17 days vacation after four (4) years of service
- 24 days vacation after ten (10) years of service
- 25 days vacation after fifteen (15) years of service

Building engineers who are terminated or leave their employment voluntarily will be paid their regular salary for the earned vacation time accrued to them. Building engineers shall be allowed, with the approval of their building principal or the Coordinator of Facilities and Grounds, to utilize their vacation at any time during the work year. Vacation days will begin to accrue as of the first day the building engineer begins full-time employment with the District. A building engineer's "years of service," as that term is used in this Section, shall include years of qualifying vacation service accrued while a full-time custodial employee of the School District provided he/she transferred directly from such employment to a full-time building engineer position. Any vacation carried over must be used within one calendar year of its being carried over. Any vacation remaining after the carry over period will be converted to sick leave. If the employee's sick leave is at the maximum accrual, the days will be forfeited.

Exception to carry over limits: If a building engineer begins consecutive vacation days that start on or before June 30 and continue into July, all or part of the vacation days may be applied to the vacation accrual available at the beginning of the vacation.

Subd. 1. New Employees: Employees hired into the bargaining unit before December 1 will be credited with their "after one year" vacation on the following July 1. Employees hired into the bargaining unit after December 1 will be credited with a prorated vacation on the following July 1, based upon their time worked between their hire date and July 1. Thereafter, vacations will be credited only on July 1.

Section 8. Uniforms: The School District will purchase, maintain and make available seven (7) serviceable uniforms for each new employee and four (4) uniforms for each employee each year thereafter. This will not include laundry service.

Section 9. Travel Allowance: Employees shall be reimbursed for all private automobile usage which is incurred in connection with School District business at the rate per mile which is approved by the School Board and included in board policy on the date of such usage.

ARTICLE VI

HOURS

Section 1. Work Year: The duty year for all building engineers, district maintenance engineers, and grounds supervisors shall be 52 weeks.

Section 2. After Hours Events: Building engineers shall be allowed to work during overtime events that have been scheduled in their respective buildings when no building custodian is available to cover the event. When working at events, building engineers shall be compensated based on the hourly rate stated in the Letter of Understanding.

ARTICLE VII

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Each full-time supervisor shall earn sick leave at the rate of one day per month worked in the employ of the School District.

Subd. 2. Unused sick leave days may accumulate to a maximum of 190 days of sick leave per supervisor.

Subd. 3 Sick leave with pay shall be allowed whenever a supervisor's absence is found to have been due to illness of the supervisor or the supervisor's child which prevented the supervisor's attendance at work and performance of duties on that day or days.

Subd. 4. The School District may require a supervisor to furnish a medical certificate from a qualified physician as evidence that absence was due to disability, in order to qualify for sick leave pay. However, the final determination as to the eligibility of a supervisor for sick leave is reserved to the School District, but may not be denied unreasonably.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the supervisor.

Subd. 6. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the supervisor's place of work.

Subd. 7. An employee may choose to utilize unused sick leave by exercising the following option:

Employees may exchange unused sick leave days by exchanging three (3) days of unused sick leave for one (1) day of vacation or one (1) day of extra wages. A maximum of four (4) days of exchange may be utilized each year. Remaining days shall be applied toward the employee's sick leave accumulation.

Section 2. Family Sick Leave: Up to five (5) days of sick leave per occurrence may be used for serious illness or injury of a spouse, mother, father, brother, sister and in-laws to the same degree. Said days are to be deducted from normal sick leave allowance. Additional days with or without pay may be granted at the discretion of the coordinator of Human Resources. If pay is provided, days shall be deducted from sick leave.

Section 3. Additional information regarding use of sick leave: Effective July 1, 2014, the School District agrees to administer Sections 1 and 2 of Article VII as required by MN Statute 181.9413.

Section 4. Bereavement Leave: Up to three (3) days of paid leave per occurrence shall be allowed for death in the supervisor's immediate family (including the supervisor's spouse, child, parent, brother, sister, grandparent, grandchild and in-laws of the same degree). An additional two days of paid leave may be taken in the event of the death of the supervisor's spouse, child or parent. Additional days with or without pay may be granted at the discretion of the coordinator of Human Resources. If pay is provided for the additional days, the days shall be deducted from the employee's accrued sick leave or vacation, or may be taken as unpaid days.

The District shall grant a leave of up to one (1) day for the death of all other persons not listed above. If pay is provided, days shall be deducted from the employee's accrued sick leave or vacation, or may be taken as unpaid days. Additional days with or without pay may be granted at the discretion of the coordinator of Human Resources.

Section 5. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 6. Required Jury Duty: Any supervisor who is required to serve as a juror shall be granted a leave with pay while serving on jury duty contingent upon the supervisor paying to the School District any fees received, minus travel allowance, for such jury service. The supervisor may seek to be excused from jury duty.

Section 7. Parenting Leave:

Subd. 1. A parenting leave shall be granted by the School District, subject to the provisions of this Section, to one (1) parent in conjunction with the birth or adoption of a child.

Subd. 2. An employee making application for parenting leave shall inform the Human Resources Department in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave. In cases where the employee cannot provide a notice three (3) months in advance, then the notice must be given as soon as possible.

Subd. 3. If the reason for the parenting leave is occasioned by pregnancy, an employee may elect to utilize sick leave during the period of the employee's disability pursuant to the sick leave provisions of this agreement. A pregnant employee who elects disability leave shall provide at the time of her leave application the completed forms as determined by and obtained from the Human Resources Department.

Subd. 4. The leave shall begin at a time requested by the employee, provided the leave begins not more than six weeks after the birth or adoption of the child. However, in the event the child must remain in the hospital longer than the mother, the leave shall not begin more than six weeks after the child leaves the hospital.

Subd. 5. The leave shall not exceed twelve weeks. In the event the employee requests parenting leave for a period in excess of twelve weeks, such additional leave time

may be granted at the sole and exclusive discretion of the superintendent whose decision is final and binding and not subject to the grievance procedure.

Subd. 6. An employee returning from parenting leave shall be re-employed in his/her former classification without loss of seniority unless previously discharged or laid off.

Subd. 7. Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination in the School District.

Subd. 8. The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on parenting leave shall not be counted in determining the completion of the probationary period.

Subd. 9. An employee who returns from parenting leave within the provisions of this Section shall retain all previous experience credit under the Agreement earned at the commencement of the beginning of the leave.

Subd. 10. An employee on parenting leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of the parenting leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Section.

Subd. 11. Leave under this Section shall be without pay or fringe benefits.

ARTICLE VIII

WORKERS' COMPENSATION

Section 1. Employee Request: Upon the request of a supervisor who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the supervisor and the supervisor's regular rate of pay to the extent of the supervisor's earned accrual of sick leave and/or vacation pay.

Section 2. Deduction: A deduction shall be made from the supervisor's accumulated sick leave or vacation accrual time according to the pro rata portions of the sick leave or vacation time which is used to supplement Workers' Compensation.

Section 3. Payment: Such payment shall be paid by the School District to the supervisor only during the period of disability.

Section 4. No Additional Compensation: In no event shall the additional compensation paid to the supervisor by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the supervisor.

Section 5. Election to Receive Pay: A supervisor who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall submit his/her Workers' Compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence.

ARTICLE IX

GROUP INSURANCE

Section 1. Building Engineers Covered: Only building engineers, district maintenance engineers, and grounds supervisors who work a minimum of 30 hours per week are entitled to and shall receive insurance coverage provided for and set forth in this Article.

Section 2. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 3. Health and Hospitalization Insurance:

Subd. 1. Single Coverage: The School Board shall contribute up to the sum of \$754 per month from July 1, 2022, through June 30, 2023, toward the premium for individual coverage for each full-time building engineer employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective July 1, 2023, the School Board shall contribute up to the sum of \$792 per month toward the premium. Any additional cost of the premium shall be borne by the building engineer and paid by payroll deduction.

Subd. 2. Building Engineer Plus One Dependent Coverage: The School Board shall contribute up to the sum of \$1,665 per month from July 1, 2022, through June 30, 2023, toward the premium for building engineer plus one dependent coverage for each full-time building engineer employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective July 1, 2023, the School Board shall contribute up to the sum of \$1,748 per month toward the premium. Any additional cost of the premium shall be borne by the building engineer and paid by payroll deduction.

Subd. 3. Family Coverage: The School Board shall contribute up to the sum of \$2,217 per month from July 1, 2022, through June 30, 2023, toward the premium for family coverage for each full-time building engineer employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective July 1, 2023, the School Board shall contribute up to the sum of \$2,328 per month toward the premium. Any additional cost of the premium shall be borne by the building engineer and paid by payroll deduction.

Subd. 4. Spousal Coverage: The School Board shall contribute up to the equivalent of one premium for family coverage toward the premium for one family coverage

for two building engineers employed by the School District with one or more dependents (other than spouse) who qualify for and are enrolled in the School District's group health and hospitalization plan.

Subd. 5. HRA/VEBA: Effective July 1, 2008, for active building engineers participating in the high deductible health plan option, the district shall contribute to an HRA/VEBA account for the employee an amount representing the difference between the premium (individual, employee plus one dependent or employee plus dependents, whichever the employee is enrolled in) for the high deductible plan, and the district contribution toward insurance as provided in Article VII, Section 1. This provision shall be in effect so long as the District offers a high deductible plan and the contributions listed in Article VII, Section 1, exceed the cost of the high deductible plan premium.

Section 4. Term Life Insurance: The School Board will contribute the full premium cost toward the premium for each full-time building engineer employed by the School District who qualifies for and is enrolled in the School District's group term life insurance plan. The amount of this term life insurance coverage shall equal four times the employee's annual salary rounded to the nearest \$1,000.

Section 5. Long-Term Disability Insurance: All employees eligible for and enrolled in the School District's long-term disability insurance plan as of the date of this Agreement and all future eligible employees shall be enrolled in this long-term disability plan and shall pay the full premium cost for this coverage by payroll deduction.

Section 6. Dental Insurance: The School Board will pay the full premium for individual or family coverage for each full-time building engineer employed by the School District who qualifies for and is enrolled in the School District group dental insurance plan.

Section 7. Claims Against the School District: It is understood that the School Board's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School Board as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contribution: A supervisor is eligible for School Board contributions as provided in this Article as long as the supervisor is employed in paid status by the School Board. Upon termination of employment, all Board participation and contributions shall cease, effective on the last working day.

Section 9. Early Retirement Medical Plan: A building engineer who meets the eligibility requirements in MS 471.61 may continue as a participant in the health insurance plan and dental insurance plan until Medicare eligibility. The building engineer will pay the entire cost of the premium until the retiree reaches Medicare eligibility.

Section 10. Extension of Health Coverage: Any employee who is a participant in the School District's health and hospitalization insurance plan and who retires following fifteen (15) years of employment in the School District and 55 years of age or older may extend his/her insurance coverage by converting one-third (1/3) of the cash value of his/her unused sick days (up to a

maximum of 140 days) at the time of retirement and deposit the total amount of the cash in the employee's name in the Post-Retirement Health Care Savings Plan administered by the Minnesota State Retirement System.

ARTICLE X

SENIORITY, LAYOFF, RECALL, TERMINATION AND JOB POSTING

Section 1. Date: Supervisors within this unit shall acquire seniority upon completion of a probationary period of 90 days worked and, upon acquiring seniority; the seniority date shall relate back to the date of original employment within the appropriate unit and shall be cumulative only within this appropriate unit. If more than one supervisor is hired on the same date, seniority ranking shall be determined by lot.

Seniority Tie Breaking: The parties agree that when more than one employee shares a seniority date, the employee with the lower School District employee number shall be deemed senior.

Section 2. Discipline, Discharge and Probationary Period:

Subd. 1. Probationary Period: A building engineer shall, under the provisions of this Agreement, serve a probationary period of ninety (90) days worked during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such building engineer; and during this probationary period the building engineer shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary building engineer shall have the right to bring a grievance on any other provision of the contract alleged to have been violated. The probationary period may be extended up to thirty (30) days worked with the agreement of the School District and Association.

Subd. 2. Probationary Period; Change of Classification: In addition to the initial probationary period, a building engineer transferred or promoted to a different classification shall serve a new probationary period of sixty (60) days worked in any such new classification. During this sixty (60) day probationary period, if it is determined by the School District that the building engineer's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the building engineer to his/her former classification. The building engineer also reserves the right to voluntarily be reassigned back to his/her classification without loss of seniority or rights to the Agreement during the sixty (60) day probationary period.

Subd. 3. Completion of Probationary Period: A building engineer who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. A building engineer who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined, shall have access to the grievance procedure. A building engineer who has a change of classification and who previously completed his/her initial probationary period will have access to the grievance procedure.

Subd. 4. Probationary Employee Performance Review: At any time during the probationary period, the employee may request a review of his or her performance. Any employee whose job performance is discussed with management shall have the right to an Association representative present during the meeting.

Section 3. Layoff Application: A supervisor on layoff shall retain his/her seniority and right to recall within classification in seniority order for a period of two (2) years after the date of layoff.

Section 4. Layoff: In the event the School District determines to reduce the building engineer/head groundskeeper, or district maintenance engineer staff, supervisors will have bumping rights and shall be laid off in inverse order of seniority within areas of classification and qualification. A senior supervisor shall not be bumped or placed on layoff while a junior supervisor on the seniority list occupies a position with the same or lower grade, providing the senior supervisor has the qualifications to satisfactorily perform the job. If there is a layoff, a senior building engineer in the same classification may be allowed to be placed on voluntary layoff upon request. The request requires the approval of the coordinator of facilities and the coordinator of human resources. If, due to the voluntary layoff, there is an open position in the same classification, the displaced building engineer will be placed in the open position.

In the event that a building engineer position in a higher classification than a laid off building engineer becomes open, the position will be posted and the District will notify all building engineers on layoff. While on layoff status, the building engineer may apply for open positions that are posted for which he/she is qualified. The laid off building engineer will be considered an internal candidate and will complete the transfer application form.

The classifications for the bumping and layoff process are as follows:

- District Maintenance Engineers
- High School Building Engineers and
 - Middle School/Elementary School Building Engineers (double building)
- Middle School Building Engineers and Dakota Ridge (and satellite buildings)
 - Building Engineer
- Elementary Building Engineers and School of Environment Studies Building Engineer
- Grounds Supervisor

Bumping and layoff rights will be as follows (no employee can bump a more senior employee):

The least senior district maintenance engineer can bump in this order –

- The least senior high school building engineer or middle school/elementary school building engineer (double school)
- The least senior middle school building engineer or Dakota Ridge (and Satellite Buildings) building engineer
- The least senior elementary building engineer or SES building engineer

The least senior high school building engineer or middle school/elementary school building engineer (double building) can bump in this order –

- The least senior middle school building engineer or Dakota Ridge (and satellite buildings) building engineer
- The least senior elementary building engineer or SES building engineer

The least senior middle school building engineer or Dakota Ridge (and satellite buildings) building engineer can bump in this order –

- The least senior elementary building engineer or SES building engineer

The least senior elementary building engineer or SES building engineer will not have rights to bump into another position

The least senior grounds supervisor will not have rights to bump into another position and no other employee from another position can bump into this position

For purposes of this section, the following additional rules will apply:

- A displaced employee cannot choose the group or position into which they wish to bump
- A displaced employee cannot bump into a higher classification
- A displaced employee cannot bump a more senior employee
- A displaced part time employee cannot bump into a full time position
- If there is an open position in any classification, that position is considered the least senior position within that classification
- Bumping occurs on a district-wide basis

Section 5. Recall: When placed on layoff, the building engineer shall file with the District Human Resources office his/her name, phone number, email address(es) and mailing address to which any notice of recall of availability of position may be communicated. In the event the building engineer will be away from that phone number, email address or mailing address for more than five (5) business days, the building engineer will file with the District Human Resources office an alternative address or method of communication.

A building engineer shall be recalled in order of seniority for a position within the same classification held prior to layoff or a lower classification for which qualified. If a position becomes available for which a building engineer on layoff should be recalled, the School District shall contact the building engineer by phone. If the School District cannot reach the building engineer by phone, then an email or letter regarding the notice of the availability of a position will be sent to the building engineer and a copy will be sent to the Association.

The building engineer shall have fourteen (14) calendar days from the date of the notification to accept the reemployment. If written acceptance is not received by the coordinator of Human Resources within such fourteen (14) calendar day period, it shall constitute a waiver on the part of such building engineer to any future reinstatement of employment rights. Failure of a notice to reach a building engineer on layoff shall not be the responsibility of the District if the notice has been communicated as provided herein.

The building engineer must accept the first offer of rehiring at the same classification from which the building engineer was laid off or the building engineer shall be removed from the recall list and

placed on a voluntary leave for up to twelve (12) months. While on voluntary leave, the building engineer may refuse an offer for a lower classification position without losing recall rights to a position at the same classification from which the building engineer was laid off. However, once a building engineer is offered a lower classification position and refuses such offer, only higher classification positions need be offered.

Section 6. Loss of Seniority: Seniority shall be lost due to resignation, discharge for just cause, failure to return from layoff in the time required or absence for any reason for more than two (2) years.

Section 7. Effective Date: The provisions of this Article shall be effective on February 1, 1990.

Section 8. Job Posting: All non-temporary job openings within the bargaining unit will be posted for a period of five working days. Building engineers who make timely application for transfer will be considered.

ARTICLE XI

GRIEVANCE PROCEDURES

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a supervisor or the exclusive representative resulting in a dispute or disagreement between the grievant and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The building engineer, supervisor, Superintendent or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf in accordance with State statute.

Section 3. Definitions and Interpretations:

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

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

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within fifteen (15) days after the date the event giving rise to the grievance occurred, or the supervisor had reasonable knowledge thereof. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the supervisor and the School Board's designee.

Section 5. Designation of Board Representative: It shall be the duty of the School District to post notice of the School Board representative designated to handle grievances at any particular level. If the School District fails to post such notice, the supervisor may serve any notices required by the grievance procedure on the Coordinator of Human Resources.

Section 6. Adjustment of Grievance: The School Board and/or designee and the supervisor shall attempt to adjust all grievances which may arise during the course of employment of any building engineer or head groundskeeper within the School District in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions between the building engineer and his/her supervisor, the building engineer's supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

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

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent of Schools, the Superintendent of Schools shall set a time to hear the grievance within fifteen (15) days after receipt of the appeal. The date and time will be designated. Within fifteen (15) days after the meeting, the Superintendent of Schools shall issue a decision in writing to the parties involved.

Section 7. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intention to review within fifteen (15) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board

reserves the right to affirm, reverse or modify such decision with the understanding that such action must be taken within thirty (30) days from the date the Level I or Level II decision is rendered.

Section 8. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein, including observance of dates and time of meetings, shall constitute a denial of the grievance and the supervisor may appeal it to the next level.

Section 9. Arbitration Procedures: In the event that the supervisor and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

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

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on the arbitrator is reached, either party may request the State Bureau of Mediation Services to furnish a list containing the names of five or seven persons from which to select an arbitrator. Within five (5) days after receipt of such list the parties determine by lot the order of elimination and thereafter each shall in order alternately eliminate one name from the list until one name remains. The person whose name remains shall be the arbitrator to hear the grievance. The arbitration hearing shall be held within forty-five (45) days from the date the arbitrator is selected.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceedings before the arbitrator shall be on the merits of the original grievance.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within forty-five (45) 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 provided by PELRA.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties' representatives, witnesses, and any other expense which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties

shall share equally fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of the procedure set forth in this Article, the terms of this Agreement and the provisions of PELRA.

ARTICLE XII

PUBLIC OBLIGATION

Section 1. The parties mutually recognize that their first obligation is to the public and that the right of students and residents of the School District to the continuous and uninterrupted operation of the school is of paramount importance.

Section 2. The Exclusive Representative agrees, therefore, that during the term of this contract the Exclusive Representative and all members of the bargaining unit will abide by the provisions of PELRA relating to any strike, work stoppage or unfair labor practice. The parties agree that procedures affecting this Article are provided by PELRA and, therefore, shall not be subject to Article XI of this Agreement.

ARTICLE XIII

MATCHING CONTRIBUTION PLAN

Section 1. A School District contribution in the amount of \$2,055 annually for July 1, 2022, through June 30, 2023, shall be payable to an eligible employee's matching contribution plan, subject to the following provisions. From July 1, 2023, through June 30, 2024, the amount of the School District contribution will be \$2,180 annually.

Section 2. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457, and any amendments thereto, and shall be a plan which is available under the matching contribution plan in effect for eligible employees in the School District.

Section 3. The School District contribution is payable up to the amount the employee authorizes in a matching salary reduction not to exceed \$2,055 for 2022-2023 and \$2,180 for 2023-2024 paid to the plan for the same period.

Section 4. Only full-time employees who have five (5) or more years of service (calculated from the employee's longevity pay eligibility date as defined in Article V, Section 2) shall be eligible for the matching School District contribution provided in this Article. Years of service shall be determined as of July 1; for example, an employee must have 5 (five) years of qualifying service on July 1, 2022, in order to participate during the July 1, 2022, to June 30, 2023, plan year.

Section 5. The School District contribution and matching employee contribution will be made to a state-approved company of the employee's choice, subject to Section 2 of this Article. It shall be the responsibility of the employee to make all arrangements required by the vendor to ensure that proper payment is made by the School District. In order to monitor compliance with federal and state tax laws concerning the amount of income an employee may shelter, the School District and the Union agree that a third party administrator of tax-sheltered annuity programs may be utilized to monitor such compliance and that (1) employees participating in the School District sponsored 403b/457 tax deferred matching contribution plan may be required to supply account information as required to monitor such compliance, and (2) only vendors who also agree to cooperate with the third party administrator in maintaining plan compliance will be utilized.

Section 6. Participation in the plan shall be voluntary.

ARTICLE XIV

DURATION

Section 1. Term and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing July 1, 2022, through June 30, 2024, and thereafter until modifications are made pursuant to PELRA. None of the terms and conditions of employment or provisions set forth in the Agreement shall apply to any person that was not employed by the School District at the date of execution of the Agreement made by the School Board. If either party desires to modify or amend this Agreement commencing on July 1, 2024, it shall give written notice of such intent no later than April 1, 2024. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full, complete Agreement between the School Board and the Exclusive Representative representing the building engineers, head groundskeepers and district maintenance engineers of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

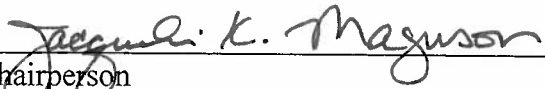
Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 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.


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

FOR
INDEPENDENT SCHOOL DISTRICT 196
Rosemount, Minnesota 55068


FOR
BUILDING ENGINEERS ASSOCIATION
OF SCHOOL DISTRICT 196



Chairperson



President of Association



Clerk via Chairperson



Secretary of Association

Dated this 25th day of
July, 2022

Dated this 29th day of
July, 2022

LETTER OF UNDERSTANDING

In the negotiation of the collective bargaining agreement to be effective commencing February 1, 1992, Independent School District 196 and the Building Engineers Association of Independent School District 196 agreed to replace the former hourly rate and overtime pay provisions with an annual salary rate covering all work performed as well as paid absences authorized under the agreement.

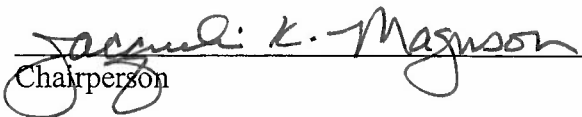
Although the July 1, 2022 through June 30, 2024, working agreement contains no provisions for overtime pay for building engineers or supervisors, the parties did agree to pay building engineers and supervisors at the rate of \$46.00 per hour effective July 1, 2022 for overtime assignments the costs for which are reimbursed to the district by an outside organization, including Community Education and Food and Nutrition Services. Effective July 1, 2023, building engineers and supervisors will receive \$48.00 per hour for overtime assignments the costs for which are reimbursed to the District for an outside organization, including Community Education and Food and Nutrition Services.

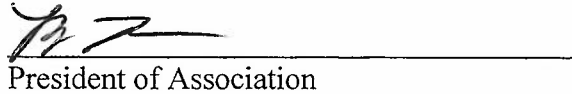
It is the intent of this understanding that the School District itself will not incur additional costs for overtime work but that, when custodial services are purchased by an outside organization, it will be passed through to the individual performing the services.


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

FOR
INDEPENDENT SCHOOL DISTRICT 196
Rosemount, Minnesota 55068

FOR
BUILDING ENGINEERS ASSOCIATION
OF SCHOOL DISTRICT 196


Chairperson


President of Association


Clerk Vice Chairperson


Secretary of Association

Dated this 25th day of
July, 2022

Dated this 8th day of
August, 2022