

For an explanation or interpretation of the contract, call your Association or the Labor Relations and Benefits Department.

BUILDING SUPERVISORS' CONTRACT

Establishing Terms and Conditions of Employment

by and between

Anoka-Hennepin Independent School District No. 11
Anoka, Minnesota

And

Minnesota Association of Supervisory Engineers

July 1, **2019** through June 30, **2022**

ARTICLE I - PURPOSE

The purpose of this contract is to encourage and increase orderly, constructive, and harmonious relationships between the Employer and the Association; to establish procedures for the resolution of differences over terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the Employer and the Association pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended.

ARTICLE II - DEFINITIONS

- A. PELRA of 1971 shall mean the Public Employment Labor Relations Act of 1971 as amended.
- B. SUPERINTENDENT shall mean the Superintendent of Schools of Independent School District No. 11 or a designated representative.
- C. SCHOOL BOARD shall mean the School Board of Independent School District No. 11 or its designated representative.
- D. BUILDING SUPERVISOR shall mean supervisory personnel covered by this contract.
- E. ASSOCIATION shall mean the Minnesota Association of Supervisory Engineers or it's designated representative.
- F. OTHER TERMS not defined in this contract shall have those meanings as defined by PELRA of 1971 as amended.

ARTICLE III - LAWS, RULES, AND REGULATIONS

The parties agree to abide by the state and federal laws, and reasonable rules and regulations established by the Board. Such Board rules and regulations will not be in conflict with this contract.

The exclusive representative recognizes that the School Board, all employees covered by this agreement, and all provisions of this contract are subject to the laws of the State of Minnesota, federal laws, and valid rules, regulations, and orders of state and federal government agencies. Any provision of this contract found to be in violation of any such laws, rules, regulations, directives, or orders shall be null and void and without force and effect.

The exclusive representative 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 if deemed necessary by the School Board insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this contract.

ARTICLE IV - RECOGNITION

In accordance with the PELRA-71, as amended, the School Board, hereinafter referred to as the Board, recognizes the Minnesota Association of Supervisory Engineers, hereinafter referred to as the Association, as the exclusive representative of custodial building supervisors employed by the School Board of Anoka-Hennepin Independent School District No. 11. The terms Board and Association shall include authorized officers, representatives, and agents. Despite references herein to Board and Association as such, each reserves the right to act hereunder by designated representatives.

ARTICLE V – BUILDING SUPERVISOR’S RIGHTS

SECTION 1 RULE, LAW, AND REGULATION:

The Building Supervisors have all rights afforded them by state and federal rules, laws, and regulations established by state boards and School Board policies.

SECTION 2 RIGHT TO JOIN:

Building Supervisors shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Building Supervisors in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such building supervisors.

SECTION 3 DEDUCTION OF DUES:

Building Supervisors who are full members shall have the right to request and shall be allowed dues check off for the Exclusive Representative Organization. The Employer, upon notification by the Exclusive Representative of such Building Supervisors, shall be obligated to check off said fee from the earnings of the Building Supervisor and transmit the same to the Exclusive Representative each regular pay period. Any dispute as to the validity of a specific deduction shall be solely between the Association and the individual employee. The Association warrants that it will indemnify and hold harmless the Employer and any of its agents from any and all actions which any organization or employee may have, or claim to have, now or in the future, arising out of or by reason of the deduction or lack thereof.

SECTION 4 PERSONNEL FILES:

The District personnel file relating to each individual building supervisor shall be available during regular office business hours to each individual building supervisor upon written request. The building supervisor shall have the right to reproduce any of the contents of the file at the building supervisor's expense and to submit for inclusion in the file written information in response to any material contained therein.

- SECTION 5 The Association shall have the right to use District buildings before or after hours for meetings, provided that this shall not interfere with or interrupt school operations.
- SECTION 6 The Association shall be entitled to use the district mail distribution service for distribution of Association material free of charge. This privilege shall not be used for any political activity.
- SECTION 7 Building Supervisors shall not be disciplined or reduced in compensation without just cause.

ARTICLE VI - SCHOOL DISTRICT RIGHTS

- SECTION 1 INHERENT MANAGERIAL RIGHTS:

The Association recognizes that the 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, direction, and number of personnel.
- SECTION 2 RESERVATION OF MANAGERIAL RIGHTS:

The foregoing enumeration of Board rights and duties shall not be deemed to exclude other inherent management rights, and management functions not expressly delegated in this contract are reserved to the School Board.

ARTICLE VII - HOURS AND DUTY DAY

- SECTION 1 BASIC DUTY YEAR:

The work year shall be 12 months including earned holidays and vacations.

The Building Supervisors, because of their managerial and supervisory responsibilities, agree to commit whatever time is necessary to accomplish such managerial and supervisory duties and responsibilities. There shall be no overtime.
- SECTION 2 Building Supervisors shall be responsible for building checks pursuant to a designated process approved by the Building and Grounds Department.
- SECTION 3 HOLIDAYS:

There shall be eleven (11) paid holidays: Independence Day, Labor Day, two days at Thanksgiving, two days in winter, New Year's Day, two days in spring, Memorial Day, and President's Day.

SECTION 4

VACATION

Vacation shall be accrued in the following manner:

Less than five years of consecutive employment:

10 days

Five or more years and less than ten years of consecutive employment:

15 days

Ten or more years and less than fifteen years of consecutive employment:

22 days

Fifteen or more years and less than twenty years of consecutive employment:

23 days

Twenty or more years of consecutive employment:

25 days

For purposes of this section, the District may credit new hires with up to five years of employment depending on background and experience. Vacation accrual shall be on the pay period following an employee's anniversary date.

Requests for vacation must be approved by the operations supervisor. Normally, the maximum vacation taken during any fiscal year shall not exceed twenty-five (25) days, however, additional earned vacation time (annual vacation plus accumulated unused vacation) may be allowed with the approval of the Operations Supervisor. Vacation days not used during the fiscal year will be accumulated to an unlimited amount.

Building Supervisors who retire with two weeks notice shall have up to a maximum of fifty (50) days of unused vacation contributed to the Health Care Savings Plan.

Building Supervisors who resign with two weeks notice shall be paid up to a maximum of twenty-five (25) days of unused vacation.

ARTICLE VIII - BASIC COMPENSATION

SECTION 1

SALARY SCHEDULE **2019-22:**

	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
Elementary, AMS-WA, Riverview ECC	\$79,628	\$81,221	\$82,845
ESC, Warehouse, Andover, Champlin-Brooklyn Park, Oxbow Creek, Ramsey, Rum River, Sunrise, Brookside , STEP Building/Leased buildings as assigned, River Trail Learning Center/Leased buildings as assigned	\$81,842	\$83,479	\$85,149
Middle Schools; Grounds Supervisor, Sorteberg Early Childhood Center / Compass-Bell Building/Sandburg Educational Center	\$83,189	\$84,853	\$86,550
High School	\$84,886	\$86,584	\$88,316

A building supervisor's advancement is subject to the right of the School District to withhold salary increases for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure.

SECTION 2 DAILY PAY RATE AND PAY DEDUCTION:

The daily rate shall be based on the annual salary divided by 260 duty days. Whenever pay deduction is made for an engineer's absence, the deduction shall be the daily rate for each day's absence.

SECTION 3 APPROPRIATE LICENSURE:

Building Supervisors must have licensure defined by state law as appropriate for their building and position. Lack or lapse of proper licensure will mean loss of position.

SECTION 4 MILEAGE:

Building Supervisors shall be reimbursed at the established Board rate for the use of their personal motorized vehicle to conduct authorized and approved travel on behalf of the District.

SECTION 5 LICENSE STIPEND:

Building Supervisors who show evidence of successfully completing test for boiler license or renewal shall be reimbursed the license fee by completing a voucher.

SECTION 6 CLOTHING ALLOWANCE:

The District shall allocate up to \$155.00 per employee per year for District uniforms (\$190.00 for the first year for new Building Supervisors). The District will designate a coordinated uniform which will include options for shirts, T-shirts, sweatshirts, coveralls, trousers, and shorts in cotton and multi-blend fabrics. Employees will be responsible for keeping uniforms clean and neat.

ARTICLE IX - GROUP INSURANCE

SECTION 1 CARRIER SELECTION:

The selection of the insurance carrier or carriers to provide the group insurance program shall remain with the district.

SECTION 2 HOSPITAL-MEDICAL-MAJOR MEDICAL: INSURANCE:

Effective September 1, **2019**, the School District shall contribute **\$14,750** toward a flexible benefit account for the purchase of other designated employee benefits in accordance with the Anoka-Hennepin Flexible Fringe Benefit Plan; **effective September 1, 2020, the School District shall contribute \$15,250 toward a flexible benefit account for the purchase of other designated employee benefits in accordance with the Anoka-Hennepin Flexible Fringe Benefit Plan; effective September 1, 2021, the School District shall contribute \$15,750 toward a flexible benefit account for the purchase of other designated employee benefits in accordance with the Anoka-Hennepin Flexible Fringe Benefit Plan.** Any additional cost of the premiums shall be paid by the employee via payroll deductions.

SECTION 3 GENERAL LIABILITY:

Subd. 1 The District shall carry a general liability insurance as required by Minnesota Statute.

Subd. 2 The District shall carry "errors and omissions" insurance coverage for Building Supervisors.

SECTION 4 PAYROLL DEDUCTION:

The difference between the actual monthly premium cost of the group insurance programs and the District's contribution shall be paid by the enrolled building supervisor through payroll deduction.

SECTION 5 VOLUNTARY PARTICIPATION:

Participation by eligible Building Supervisors in the insurance programs is voluntary. Building Supervisors who choose not to participate shall receive no additional compensation in lieu of not participating.

SECTION 6 DURATION OF COVERAGE:

Building Supervisors shall be eligible for District contribution through their last duty day of employment. District contributions shall cease as of the date of separation from employment.

SECTION 7 WORKERS' COMPENSATION:

Subd. 1 If any employee is absent from work as a result of a compensable injury under 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 employee and the regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2 Any employee who terminates his/her employment during a period of absence eligible for Workers' Compensation and has been overpaid shall return the overpayment to the School District.

ARTICLE X - LEAVES OF ABSENCE

SECTION 1 SICK LEAVE:

Building Supervisors shall be granted fifteen days of sick leave per year, pro-rata. Building Supervisors terminating employment during the year shall be required to reimburse the District for sick leave days taken but not earned.

Subd. 1 Use of Sick Leave. Earned sick leave may be used because of personal injury or illness, serious injury or illness in the Building Supervisor's immediate family, or death in the Building Supervisor's immediate family.

Subd. 2 Definition of Immediate Family. The immediate family is designated as the Building Supervisor's spouse, child, parent, brother, sister, grandparents, grandchildren, or in-laws of a similar degree or relationship.

Subd. 3 Accumulation. Unused sick leave shall accumulate to an unlimited amount.

Subd. 4 A building supervisor's absence due to injury as a result of assault by a student or nonstudent while performing school business shall not be charged against the building supervisor's sick leave days.

SECTION 2 EMERGENCY LEAVE:

A maximum of three days of earned sick leave may be used during each duty year for situations involving emergencies or personal business which cannot be scheduled on a nonduty day. The emergency leaves shall be for business, emergencies, and transactions which require the presence of the building supervisor during working hours and which would be impossible to schedule at any other time.

Requests for emergency leaves shall be submitted to the Buildings and Grounds Department at least five calendar days prior to the intended absence except in an emergency situation. The Buildings and Grounds Director will forward the request to the Labor Relations and Benefits Department for final consideration and/or approval.

SECTION 3 JURY DUTY:

Building Supervisors shall be compensated by the District for the difference between the building supervisor's regular salary and fees received while on jury duty. However, mileage fees paid to the building supervisor in lieu of said duty shall be kept by the building supervisors.

SECTION 4 COURT HEARINGS:

A Building Supervisor subpoenaed by a court as a defendant or witness as a result of performing management or supervisory duty shall be compensated for the difference between the Building Supervisor's regular daily salary and witness fees for each duty day of absence. However, this shall not include cases involving Building Supervisors vs. Anoka-Hennepin Independent School District No. 11.

SECTION 5 MILITARY LEAVE OF ABSENCE:

A military leave of absence shall be granted to Building Supervisors in accordance with applicable state and federal laws.

SECTION 6 ABSENCE WITHOUT PAY:

Absence without pay may be granted Building Supervisors, requesting such absence in writing, at the discretion and approval of the District.

SECTION 7 CONDITIONS DURING LEAVE OF ABSENCE:

Building Supervisors granted an unpaid leave of absence shall be subject to the following conditions:

1. All benefits earned by the engineer shall be frozen as of the date of the beginning of a leave of absence. Upon return to duty at the expiration of the leave of absence, a building supervisor's frozen benefits shall be reinstated.
2. Building Supervisors may continue to participate in the group health and dental insurance programs established by assuming the full cost of the monthly payment.
3. Building Supervisors returning from a leave of absence shall be offered a similar position to that held at the time the leave was granted.
4. Building Supervisors who fail to return to duty at the expiration of a leave of absence shall waive right to employment.

ARTICLE XI - SENIORITY/LAYOFF

SECTION 1 SENIORITY LISTS:

Seniority lists for full-time Building Supervisors will be established and sent to the Association.

SECTION 2 PROCEDURES:

Seniority shall be established by the following procedures:

1. Seniority in the District shall be computed on the basis of continuous employment as a Building Supervisor from the first day of actual work with the District. Secondary seniority shall be based on the first day of

continuous employment with the District Buildings and Grounds Department.

2. Building Supervisors shall continue to accrue seniority while on military or maternity leaves. Building Supervisors shall retain seniority while on all other leaves.

SECTION 3 PROCEDURES FOR LAYOFF:

Building Supervisors will be laid off in reverse seniority order subject to the following rules:

1. In the event of layoff, the least senior Building Supervisor will be laid off or, if a position is available, may elect to go on the unassigned list.
2. The senior displaced Building Supervisor who fills the position of the laid off Building Supervisor (see #1 above) must be qualified for that position.

ARTICLE XII - RETIREMENT/SEVERANCE

All Building Supervisors with a School District employment date on or after July 1, 2000 are not eligible for Section 1.

SECTION 1 Severance: Effective July 1, 2000, Building Supervisors who provide reasonable notice to the district of intended retirement of the relevant school year will qualify for a payment of up to **90** unused sick days times the Building Supervisor's daily rate of pay and less any District contribution to a matching 403(b) plan as setforth in Section 2. 403(b) of this Article.

Building Supervisors must have ten (10) years active service in the District, be immediately eligible for a Minnesota State retirement pension, and the total District contribution for an eligible Building Supervisor under Section 2. 403(b) of this Article has not exceeded \$60,000.

- Subd. 1 The severance payment shall be made as a lump sum payment upon retirement to the District's Special Pay Plan in accordance with federal rules and regulations. Deductions, such as state and federal income tax, social security, or PERA shall be made only as required by law.
- Subd. 2 If a retired Building Supervisor dies before the severance payment has been made, the balance due shall be paid to a named beneficiary or, lacking a beneficiary, to the estate of the deceased.
- Subd. 3 This section shall not apply to any Building Supervisor who is discharged for cause by the School District.
- Subd. 4 For purposes of this section, active service includes FMLA leaves of absences and excludes all other unpaid leaves of absence.

- SECTION 2 403(b)
- Subd. 1 All Building Supervisors who are eligible for insurance as set forth in Article IX are eligible for this benefit.
- Subd. 2 The District shall establish a matching contribution of up to **\$3,750.00** in a 403(b) matching program for all full-time Building Supervisors.
- Subd. 3 The maximum individual lifetime matching contribution by the District shall be \$60,000.

SECTION 3 Health and Dental Insurance: Building Supervisors eligible for retirement as established in this Article may elect to continue to participate in the District's Health and Dental insurance program. The value of sick leave not paid as severance in this Article for insurance benefit eligible and enrolled Building Supervisors under Section 1, shall be all allocated to the Health Care Savings Plan for the individual Building Supervisors. For insurance benefit eligible and enrolled Building Supervisors hired on or after July 1, 2000, and eligible to retire under this Article, but not eligible for severance payment as set forth in Section 1, the value of unused sick leave days less the value of **90** days shall be allocated to the Health Care Savings Plan for the individual Building Supervisors.

SECTION 4 Severance and Retirement Health Benefits shall be available only once in a Building Supervisor's employment with the District.

SECTION 5 Mandatory Retirement: Retirement shall be mandatory only to the extent required by law.

ARTICLE XIII - GRIEVANCE PROCEDURE

SECTION 1 DEFINITION:

A grievance shall mean an allegation by a building supervisor resulting in a dispute or disagreement between the building supervisor and the District as to the interpretation or application of terms and conditions contained in this agreement.

SECTION 2 REPRESENTATIVE:

The building supervisor, administrator, 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.

SECTION 3 PROCEDURE:

Grievances as defined in Section 1 shall be settled in the following manner and the steps set forth must be followed in the order listed within the time limit prescribed:

Step 1 - The grievance shall be orally presented to the Building and Grounds Department or the principal of the building within five days after the employee

knew or should have known of violation. No settlement in this Step 1 shall be made in violation of the written contract.

If a settlement is not reached within two days after oral presentation to the Buildings and Grounds Director, the grievance shall be reduced in writing on a form specified by the Labor Relations and Benefits Department with a clear statement of the issues involved. This shall be presented to the Director who shall promptly transmit the written grievance to the District General Counsel for handling in accordance with Step 2.

Step 2 - The District General Counsel shall establish a Step 2 hearing with the aggrieved and the Buildings and Grounds Supervisor of Operations. The Step 2 meeting will be held within five days after the employee has filed the written grievance. The time and place for meetings under Step 2 shall be at the discretion of the District General Counsel. The District General Counsel shall prepare a report of the meeting together with a written disposition of the matter and forward copies to the employee and to the Association within five days after the Step 2 hearing. If settlement is not reached in Step 2 within three days of the date of disposition, the grievance is referred to Step 3.

Step 3 - Grievances referred to Step 3 shall be discussed between the Association and the District General Counsel. This discussion shall take place within five days after the grievance has been referred to Step 3. If agreement is reached as a result of this meeting, the District General Counsel shall issue a disposition of the matter which shall be final and binding. If agreement is not reached, the grievant shall, within three days after the Step 3 meeting, notify in writing the District General Counsel that arbitration is required.

Step 4 - Arbitration. In cases referred to Step 4, the parties shall attempt to agree on an arbitrator. If agreement is not reached within three days, the party shall petition the Public Employment Labor Relations Board for assistance under the rules of the PELRA-71 as amended. The arbitrator shall set the time and place for the Step 4 hearing, the method of procedure, and issue all necessary rulings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the agreement or of any agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as defined in this article. The decision of the arbitrator, if within the scope of his power, shall be binding on both parties with the limitations of PELRA-71 as amended. The expense and fees of the arbitrator shall be borne jointly by the Board and the Association.

SECTION 4

RULES:

Any loss of time by the employee and his representatives to attend Step 4 in the grievance procedure shall not be compensated.

The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual written consent. The failure of an aggrieved person to proceed from one step of the grievance procedure to the next step within the time limits set forth shall be deemed to

be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

The failure of an administrator to communicate his/her decision or hold a meeting within the specific time limits shall permit the aggrieved to proceed to the next step in the grievance procedure.

An employee shall be allowed to have a legal representative at any step in the grievance procedure.

No reprisals shall be brought against any employee because of his/her filing a grievance.

Grievance cases shall be as confidential as possible. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

ARTICLE XIV - DURATION

SECTION 1 TERMS AND REOPENING NEGOTIATIONS:

This agreement shall remain in full force and effect for a period commencing on July 1, **2019** through June 30, **2022** and thereafter until modifications are made pursuant to the PELRA-71 as amended. If either party desires to modify or amend this agreement commencing on July 1, **2022**, it shall give written notice of such intent no later than April 1, **2022**. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement.

SECTION 2 EFFECT:

This agreement constitutes the full and complete agreement between the School Board and the Minnesota Association of Supervisory Engineers. Provisions herein relating to terms and conditions of employment supersede and take precedence over any and all prior agreements, resolutions, practices, School District policies, rules, or regulations concerning terms and conditions of employment inconsistent with the provisions.

SECTION 3 FINALITY:

It is further agreed that any matters relating to the current contract term, whether or not referred to in this agreement, shall not be open for negotiations 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 provisions of this agreement or the application of any provisions thereof under different circumstances.

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

Minnesota Association of Supervisory Engineers

Anoka-Hennepin School District No. 11

Eric D. Hubner

Thomas

Ludwig

Kenneth

Mary Anderson

W. Henry

Ann Dickswage

Richard Hayes

7/9/19

John

Date

General Counsel