

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT 196

and

SCHOOL SERVICE EMPLOYEES
SEIU LOCAL 284

Bus Driver, Chaperone and Crossing Guard Employees

Effective July 1, 2017 - June 30, 2019

TABLE OF CONTENTS

ARTICLE I.	Purpose.....	1
ARTICLE II.	Recognition of Exclusive Representative	1
ARTICLE III.	Definitions and Rights	1
ARTICLE IV.	School Board Rights	2
ARTICLE V.	Employee Rights	3
ARTICLE VI.	Probation and Discipline.....	4
ARTICLE VII.	General Work Requirements.....	4
ARTICLE VIII.	Accident Reports.....	7
ARTICLE IX.	Rates of Pay	7
ARTICLE X.	Group Insurance	10
ARTICLE XI.	Leave of Absence	11
ARTICLE XII.	Recruitment of New Drivers	13
ARTICLE XIII.	Seniority	14
ARTICLE XIV.	Retirement.....	18
ARTICLE XV.	Grievance Procedure	20
ARTICLE XVI.	Duration	22
	Letters of Agreement.....	24

ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 196, Rosemount, Minnesota (hereinafter referred to as the School Board or School District) and the School Service Employees, SEIU Local 284 (hereinafter referred to as the Exclusive Representative) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended (hereinafter referred to as the P.E.L.R.A.) to provide the terms and conditions of employment for school bus driver, chaperone and crossing guard employees during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971, as amended, the School Board recognizes the School Service Employees, SEIU Local 284, as the Exclusive Representative for school bus driver, chaperone and crossing guard employees employed by the School Board of Independent School District No. 196, which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A of 1971, as amended, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A of 1971, as amended, and in certification by the Director of Mediation Services, if any.

ARTICLE III

DEFINITIONS AND RIGHTS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation thereof, including fringe benefits, except retirement contributions or benefits, and the School Board's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purpose of this Agreement, the appropriate unit shall mean all persons employed by the School Board in the following classification: all school bus drivers, chaperone and crossing guard employees, but excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week, or 35% of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 3. Definition:

Subd. 1: Any reference to the School Board or School District in this Agreement shall mean the School Board or its designated officials or representatives.

Subd. 2: Emergency Employees: Emergency employees are employed for emergency work caused by natural disaster.

Section 4. Fair Share Fee: Public employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for terms and conditions of employment for such employees with the employer of such unit. Except for employees included in Section 179A.03, Subd. 13(c), who shall be exempt from contributing until January 1, 1975 only, all public employees who are not members of the exclusive representative may be required by said representative to contribute a fair share fee for services rendered by the exclusive representative in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed 85 percent of the regular membership dues. The exclusive representative shall provide advance written notice of the amount of the fair share fee assessment to the director, the employer and to a list furnished by the employer of all employees within the unit. A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the director, the public employer, and the exclusive representative within 30 days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The employer shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative 30 days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the employer pending a decision by the Director pursuant to Minnesota Statute 179A.06, Subd. 3. Effective July 1, 2012, all Union related deductions shall be deducted from the employee's paychecks in 19 equal installments over the course of a school year. These deductions shall coincide with group insurance deductions.

Section 5. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. Upon receipt from the Union of a properly executed authorization form or a copy of an online sign-up authorization of the employee involved, the School District will deduct from the employee's paycheck the dues authorizations that the employee has agreed to pay to the Union during the period provided in said authorization.

All Union related deductions shall be deducted from the employee's paychecks in 19 equal installments over the course of a school year. These deductions shall coincide with group insurance deductions. Such dues shall be remitted to the Union monthly.

Section 6. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

Section 7. The District shall notify the Union in writing within five (5) working days after a new employee bids a route and within five (5) working days after their hiring is approved by the School Board. The District will provide each new employee, upon their initial bid, a document provided by the Union that contains the contract information for the Union as well as a form the new employee may elect to complete with their contact information. The District will provide data to the Union on bargaining unit employees in accordance with M.S. 13.43.

ARTICLE IV

SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes 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 School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

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 limitation and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders issued by properly designated officials of the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the items of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State.

ARTICLE V

EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her 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 Exclusive Representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

Section 3. Work Stoppage: All stewards or any other members of the organization shall adhere to all provisions of P.E.L.R.A. of 1971, as amended.

Section 4. Union Business

Subd.1. The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting Union business up to twenty (20) days per calendar year. However, these days shall not be used for negotiation, mediation or contract arbitration of any kind or anything related thereto. Any days used will be charged to the Union at the hourly rate for the substitute, if any, required to perform the duties of the employee conducting Union business.

Each subsequent day used for Union business each year should be billed to the union at the full daily pay rate of the absent employees for each day of absence. These days are to be requested and authorized by the Union.

Subd. 2. The School District shall not deduct the pay of Union members for negotiation, mediation or arbitration or any kind or anything related thereto. Any days used will be charged to the Union at the hourly rate of pay for each individual. These days are to be requested and authorized by the Union.

Subd. 3. The Union will notify the Transportation Coordinator at least five (5) calendar days in advance. The School District will limit the total number of employees released on any one day to a maximum of four (4).

ARTICLE VI

PROBATION AND DISCIPLINE

Section 1. Discipline, Discharge and Probationary Period:

Subd. 1. Probationary Period: An employee shall serve a probationary period of 60 days worked during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline or reassign 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 provision of the contract alleged to have been violated. An employee who has completed the probationary period may be disciplined or discharged only for cause. An employee who has completed the probationary period and who is disciplined by an oral reprimand, written reprimand, paid or unpaid suspension or discharged, shall have access to the grievance procedure.

Subd. 2. Probationary Period: Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of 40 days worked in any such new classification. During this 40-day probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification. In addition, during the same 40 days worked probationary period, the transferred employee may choose to return to his/her former classification.

ARTICLE VII

GENERAL WORK REQUIREMENTS

Section 1. An employee shall arrive at the District Transportation Department in sufficient time to properly check his/her bus and start the route.

Section 2. The School District has the right to reassign drivers, chaperones or crossing guards. Such reassignments will only be made after discussion with the driver(s), chaperone(s) or crossing guard(s) involved and the Transportation coordinator. It is the School District's intent to minimize the impact of reassignment whenever feasible to maintain the employee's benefit eligibility and similar total bid hours. Unless otherwise stipulated in a disciplinary action, a reassignment will not count as a route bid per Article XIII. Section 8. The Union will be notified of all such reassignments.

Section 3. The School District reserves the right to assign or reassign equipment to routes in accordance with the following subdivisions.

Subd. 1. Seniority will prevail at all times.

Subd. 2. Transportation Department will supply a list of all buses available for bidding. This list shall include bus number, capacity, chassis make, (i.e. International or Ford), body make (i.e. Blue Bird, AMTRAN, etc.), type of engine (i.e. diesel or gas) and year purchased.

Subd. 3. Only regular/full size buses will be bid. Special Education buses will be assigned to particular routes. Drivers planning to bid Special Education routes will bid a regular bus. Drivers with less seniority may bid this regular bus for regular routes; however, if there are no other buses available for use, the senior driver will use this regular bus for charters, noon-time routes, activity routes or any time that does not interfere with AM or PM regular routes until their August bid day and time of the second consecutive school year following the driver's initial bid of a special education route. This information shall be attached to list of available buses to prevent confusion.

Subd. 4. For drivers planning to bid an AM or PM route only, the senior driver will bid the bus. The less senior driver will accept the bus that goes with a particular route.

Subd. 5. It is the intent of this bus bidding procedure that a driver select a particular bus and then stay with this bus until this bus is traded or replaced. Bid bus may be changed due to conditions of the vehicle such as rust, mileage, age and/or physical condition.

Subd. 6. Once buses are bid and assigned to a particular route at the beginning of the school year, the bus will remain with this route for the entire school year. Drivers wishing to bid open routes during the school year will have the option of keeping their original bus bid or changing to the bus currently assigned to the route.

Subd. 7. The provisions of Article VII, Section 3 are subject to the provisions of Article XIII, Sections 5, 6, 7 and 8.

Section 4. The School District reserves the right to determine bus routes and time factors involved in establishing and maintaining such routes. Chaperones required to commence their route at a location other than the base location will be paid the bid hours for the chaperone route or the minimum provided in Article IX, Section 2, Subd. 3, whichever is greater.

Section 5. The School District reserves the right to make changes in bus routes and the time factors involved in such routes during the course of the school year. The School District will give employees a minimum of five (5) work days notification before the cancellation or reduction of a route and the termination of payment for a route or routes. Reduction means the loss of twenty (20) minutes or more on a regular bid route.

Subd. 1. In the event that the cancellation or reduction of a route would result in the loss of benefits eligibility for an employee, the School District will give the employee a minimum of ten (10) work days notification before the cancellation or reduction of a route and the termination of payment for a route or routes.

Section 6.

Subd. 1. A substitute driver will be used and hired as needed by the School District. A substitute driver may be hired to drive a regular route of a school bus driver in the event said school bus driver is not available to drive his/her regular route at any particular time.

Subd. 1a. A substitute chaperone or crossing guard will be used and hired as needed by the School District, when a regular chaperone or crossing guard is not available to perform his/her duty at any particular time.

Subd. 2. Substitute drivers shall be drawn from the pool of substitute drivers to the extent that a pool of drivers is available to the School District.

Subd. 2a. Substitute chaperones or crossing guards shall be drawn from the pool of substitute chaperones or crossing guards to the extent that a pool of chaperones or crossing guards are available to the School District.

Section 7. In the event of an absence, each driver, chaperone or crossing guard is expected to notify his/her supervisor as soon as possible after it is known that he/she will not be able to appear for work and at least one hour prior to the route departure or time of crossing.

Section 8. Each driver, chaperone or crossing guard shall be required to perform work assigned and the duties designated by the School District, its designated representative or the driver's, chaperone's or crossing guard's supervisor as covered by this agreement.

Section 9. All drivers, chaperones or crossing guards will be required to work the number of hours necessary to complete their assigned routes and other duties necessary, designated or assigned before and after each route or extra trip.

Section 10. All employees will be allowed adequate time within each consecutive four hour period of work to utilize a restroom.

Section 11. Each driver is responsible for driving his /her regularly bid or assigned routes including activity runs or charters. Each chaperone or crossing guard is responsible for performing his/her regular duties or assigned routes.

Section 12. All drivers must possess a valid school bus driver's license.

Section 13. Definitions:

Subd. 1. Regular Route: Is a daily morning (A.M.) or afternoon (P.M.) route consisting of one or more loads of passengers on a regular schedule basis.

Subd. 2. Regular Driver: Is a bus driver who is assigned a regular daily morning (A.M.) or afternoon (P.M.) route.

Subd. 3 Regular Chaperone: Is a chaperone who is assigned a regular daily morning (A.M.) or afternoon (P.M.) route. The chaperones shall learn the routes which they ride and they shall give instructions and route information to new and substitute drivers on those routes.

Subd. 4. Regular Crossing Guard: Is a crossing guard who is assigned a regular daily morning (A.M.) or afternoon (P.M.) crossing duty.

Subd. 5. Standby Driver/Chaperone: Is considered a regular driver/chaperone who is on duty to take any route not covered by a regular route driver/chaperone or to perform any other work assigned. Seniority rights shall be granted to standby drivers/chaperones. Qualifications and seniority will be considered in filling standby driver/chaperone positions with the most senior bidder to be selected if qualifications are equal, and specific tasks assigned to this classification shall not be subject to any other bidding or seniority provisions.

Subd. 6. Special Education Drivers: Shall be considered a regular driver who has requested, and been selected by the Transportation Coordinator to transport students with disabilities to and from school. Such driver must have the ability to assist students on and off the bus as well as give special care while in transportation. The Director of Special Education or designee will determine the need for and assignment of a chaperone to special education buses.

Subd. 7. Special Education Chaperone: Shall be considered the senior qualified chaperone who has requested, and been selected by the Transportation Coordinator to assist in the transportation of students with disabilities to and from school. Such chaperones must have the ability to assist students on and off the bus as well as give special care while in transportation.

Subd. 8. Substitute Driver, Chaperone or Crossing Guard: Is any driver, chaperone or crossing guard who may be called in to work when additional work is available.

ARTICLE VIII

ACCIDENT REPORTS

Section 1. Each school bus driver is required to fully complete an accident report for each injury or accident involving his/her bus and/or passengers on forms provided by the School District. Such forms must be filled out and turned in to the driver's supervisor within 24 hours of the accident or the next working day.

Section 2. A vehicular accident is defined as any incident involving a transportation department vehicle that results in death, injury, or property damage. Who was injured, what property was damaged or to what extent, is not a factor.

Section 3. Failure to report a vehicular accident and/or making a fraudulent report: The Transportation Coordinator and Safety Specialist shall review all circumstances surrounding a failure to report, and if they determine that an employee willfully failed to report an accident and/or made a fraudulent report, disciplinary action may ensue.

Section 4. In the event that a driver is involved in an accident which has been deemed serious by the Transportation Coordinator and Safety Specialist, a letter will be placed in that driver's personnel file. The letter will outline the corrective actions to be taken, including possible disciplinary measures or remedial driver training.

ARTICLE IX

RATES OF PAY

Section 1. Effective Date: The wages and salaries reflected herein shall be effective only for the 2017-2018 and 2018-2019 school years and shall be effective July 1, 2017. Increments in Section 2, will not be granted in the 2019-2020 school year until an Agreement for 2019-2021 is negotiated.

Section 2. Basic Rates of Pay:

Subd. 1. School Bus Drivers: Except as provided in Subd. 5 of this section, driver employees shall be paid for actual time or hours worked as follows:

<u>Year/Step</u>	<u>July 1, 2017</u>	<u>July 1, 2018</u>
1	\$ 17.10	\$ 17.88
2	17.88	18.26
3	18.91	19.31
5	20.47	20.90
7		22.48
8	22.02	

Employees who are assigned as standby drivers shall receive \$.75 per hour more than the rate applicable under this Subd.

Subd. 2. Chaperones/Crossing Guards: Chaperone and crossing guard employees shall be paid for actual time or hours worked as follows:

<u>Year/Step</u>	<u>July 1, 2017</u>	<u>July 1, 2018</u>
1	\$ 13.31	\$ 14.32
2	14.32	14.62
3	15.30	15.62
5	16.08	16.42
7		17.47
8	17.11	

Employees who are assigned as standby chaperones shall receive \$.50 per hour more than the rate applicable under this Subd.

Subd. 3. Hourly Minimums: The following hourly minimums shall apply:

- | | | |
|------------------------|-------------------------|-------------|
| (1) Drivers/Chaperones | A.M. | - 2 hours |
| | Noon | - 1.5 hours |
| | P.M. | - 2 hours |
| | Summer School Pickup | - 2 hours |
| | Summer School Take Home | - 2 hours |
| (2) Crossing Guards | | - 1 hour |
| (3) Activity Runs | | - 1 hour |
| (4) Charters | | - 2 hours |

Subd. 4. Date for Purpose of Initial Placement and Moving on Salary Schedule: Each employee's date for the purpose of initial placement and date for the purpose of moving from one step to another on the salary schedule shall be his/her most recent date of hire within the transportation department. Subd. 4 will become effective on February 12, 2002 (the day after the School Board approved the 2001-2003 Master Agreement).

Effective January 1, 2017, employees will be placed on step 1 of the salary schedule when hired or rehired; however, the School Board or its designee at its sole discretion may give credit for previous related, recent experience of 3 years or more, not to exceed placement on the second step.

The hire date within the transportation department will not be considered the employee's seniority date as defined in Article XIII.

Subd. 5. Charters: Charter drivers shall be paid according to the following schedule:

	<u>July 1, 2017</u>
First two hours	Driver step 1 pay for each hour
Hourly thereafter	\$13.50 per hour

Subd. 6. State Required Physical: Drivers with one or more years of driving experience in the School District will be fully reimbursed for their required DOT physical examination, if taken at a clinic designated by the School District. Otherwise, drivers with one year or more driving experience in the School District will receive reimbursement of their out-of-pocket expense (after insurance coverage/discount, if any) up to a maximum of \$75.00 from the District upon proof of completion of their required DOT physical examination and proof of their out-of-pocket expense. Drivers with one or more years of driving experience in the School District will receive one hour of pay, at their regular rate of pay, for their required physical exam up to once every two years upon proof of completion.

Subd. 7. School Conferences and Training Meetings: In the event that a bus driver, chaperone or crossing guard is required to work on school conference days, workshop days, staff days, activity days, energy days, inservice days, break days as designated by the School District, drivers, chaperones and crossing guards will be paid in accordance with Article IX, Section 2, Subd. 1 and 2 for actual hours worked or for the minimum hours provided in Article IX, Section 2, Subd. 3 if all or part of the route is driven.

Subd. 8. Breakdown/Delays: In the event that a bus driver is required by the Transportation Coordinator to accompany his/her bus for a period of time beyond the normal time allocation for his/her run due to a breakdown, equipment failure or delay, the driver will be paid at the hourly rate set forth in Article IX, Section 2, Subd. 1 or in the case of charters at the rate set forth in Article IX, Section 2, Subd.5.

Subd. 9. Longevity: Effective July 1, 2017, employees who have completed ten (10) or more years of service in the bargaining unit shall receive a longevity payment of \$1.71 per hour in addition to the basic wage rate set forth in Article IX, Section 2, Subd. 1 and 2. Employees who have completed fourteen (14) or more years of service in the bargaining unit shall receive a longevity payment of \$1.98 per hour in addition to the basic wage rate set forth in Article IX, Section 2, Subd. 1 and 2. Employees who have completed twenty (20) or more years of service in the bargaining unit shall receive a longevity payment of \$2.08 per hour in addition to the basic wage set forth in Article IX, Section 2, Subd. 1 and 2.

Effective July 1, 2018, employees who have completed ten (10) or more years of service in the bargaining unit shall receive a longevity payment of \$1.76 per hour in addition to the basic wage rate set forth in Article IX, Section 2, Subd. 1 and 2. Employees who have completed fourteen (14) or more years of service in the bargaining unit shall receive a longevity payment of \$2.03 per hour in addition to the basic wage rate set forth in Article IX, Section 2, Subd. 1 and 2. Employees who have completed twenty (20) or more years of service in the bargaining unit shall receive a longevity payment of \$2.13 per hour in addition to the basic wage set forth in Article IX, Section 2, Subd. 1 and 2.

Section 3. Overtime Pay: For hours worked in any week in excess of forty (40) hours, the employee shall be paid at the rate of one and one-half (1 1/2) times his/her regular rate of pay.

Section 4. Credit Union: Upon receipt of signed authorizations from bus drivers, chaperones and crossing guards, the school district agrees to deduct from such employees' salaries payments to any Credit Union to which payments are already being made by other employees through school district payroll deductions. The employee may originate or change the amount of deduction by notifying the Credit Union. The school district will make the deduction only upon notification from the Credit Union. An employee may terminate the deduction at any time during the school year by notifying the Credit Union. The school district will cancel the deduction by the second week after notification from the Credit Union. Deductions will remain in effect from one school year to the next until notification is received from the Credit Union.

Section 5. School Closing/Late School Start/Early School Release: Employees shall receive pay for their regular bid routes for any emergency school closing due to inclement weather, power outages, etc. If the school day is subsequently rescheduled and made up, employees will perform their regular assignments without additional compensation. Employees shall receive pay for their regular bid routes and will adjust their regular bid route hours according to the announced starting time on delayed school opening days. Employees who have a regular bid route start time within one-half hour of the announcement to delay school and who arrive at work for their regular bid route scheduled time will be paid one hour. If schools are closed early by the Superintendent of Schools as a result of inclement weather or any other reason employees will adjust their regular route hours according to the early release schedule and will receive pay for the remainder of their regular routes.

Section 6. Emergency Call In: An employee who is called in to perform duties for an unscheduled immediate need and reports at a time for which the employee is not otherwise compensated by the School District, and who is released from that assignment prior to working one and one-half hours, shall be paid a minimum of one and one-half hour’s pay at the employee’s regular rate.

ARTICLE X

GROUP INSURANCE

Section 1. Health and Hospital Insurance: Full time drivers, chaperones and crossing guards who are on paid duty twenty-three (23) hours or more per week on regular routes (excluding charters) shall be provided the opportunity to participate in the school district sponsored health and hospitalization insurance plan.

Employees who participate shall assume the payment of the full premium and such payment shall be made through payroll deduction except that the School Board will contribute up to the amount listed below per month for the months of September through June toward the premium cost for eligible participants.

<u>Coverage</u>	<u>July 1, 2017</u>
Single	\$664
Employee Plus One Dependent	1,476
Family	1,956

Effective July 1, 2018, the School Board shall contribute up to the amount listed below per month for the months of September through August toward the premium for eligible participants as defined in Section 1 of this Article, who elect and are enrolled in the health plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Employees will not have the option of carrying 10 month coverage.

<u>Coverage</u>	<u>July 1, 2018</u>
Single	\$570
Employee Plus One Dependent	1,267
Family	1,679

Subd. 1. Spousal Coverage: Effective July 1, 2018, the School Board shall contribute up to the equivalent of the full family premium towards the premium for one family coverage for two bus driver or chaperone employees employed by the District with one or more dependents (other than spouse) who both qualify for and are enrolled in only one family coverage under the District’s group health and hospitalization insurance plan.

Subd. 2. HRA/VEBA: For active drivers, chaperones and crossing guards 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 X, Section 1. This provision shall be in effect so long as the District offers a high deductible plan and the contributions listed in Article X, Section 1, exceed the cost of the high deductible plan premium by at least \$10 per month.

Section 2. Term Life Insurance: The School Board will provide \$50,000 term life insurance coverage for each regular employee who is on paid duty twenty-three (23) hours or more per week on regular bid routes (excluding charters). Employees with life insurance coverage on June 30, 2004, working less than twenty-five hours per week will continue to be eligible for this coverage.

All newly eligible employees must complete an enrollment form to receive the coverage provided by this benefit plan.

Section 3. Long Term Disability Insurance: Full time drivers, chaperones and crossing guards who are on paid duty twenty-three (23) hours or more per week on regular bid routes (excluding charters) are eligible for long-term disability insurance. All employees eligible for this long-term disability plan and all future eligible employees shall be enrolled in and shall pay the full premium for this coverage by payroll deduction.

Section 4. Selection: The selection of the insurance carrier and policy shall be made by the School Board.

Section 5. Duration of Insurance Contribution: An employee is eligible for School Board contributions as provided in this article as long as the employee is employed in paid status by the School Board. As an exception, an employee who is receiving workers' compensation disability income benefits resulting from injury or illness incurred as an employee of the School District shall be considered in paid status for purposes of this provision. Upon termination of employment, all School Board participation and contributions shall cease, effective on the last working day.

Effective July 1, 2018, employees who work through the last day of the school year shall be eligible for continued School District contributions for July and August, provided they pay their portion for such coverage and they qualify for and are enrolled in the District's health insurance.

Subd. 1. Extension of Health/Hospitalization Insurance for Retirees: Any employee who is a participant in the School District's health and hospitalization insurance plan as described in Article X, Section 1, 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 hours at the time of retirement (based on the employee's hour rate of pay at the time of retirement) and applying it towards the insurance premiums until the cash value is exhausted. The School District shall 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. .

Section 6. Claims Against the School District: It is understood that the school district'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 district as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE XI

LEAVE OF ABSENCE

Section 1. Unpaid Leave of Absence: A leave of absence of two (2) days or less may be granted by the immediate supervisor. Leaves of absence over two (2) days, but not to exceed twelve (12) months, may be granted upon the approval and discretion of the Superintendent of Schools or his/her designee. In all cases, the beginning date and the return date of the leave of absence must be approved by and determined at the discretion of the Superintendent of Schools or his/her designee. All leaves of absence are to be granted without pay. The employee shall be returned to his/ her former classification and the employee shall not lose his/her seniority rights.

Subd. 1. A standard form shall be provided by the School District entitled "Leave of Absence". Any employee desiring a leave of absence shall fill out said form. Any driver, chaperone, or crossing guard who receives a leave of absence must return at the beginning of the next school term or upon the expiration date of leave of absence, or will forfeit his/her seniority.

Subd. 2. The Administration may require a doctor's statement of illness for absences of any duration, if the employee is so notified by the School District.

Section 2. Bereavement: In the event of the death of a member of the immediate family of the employee, which shall be limited to the spouse, children, step children, brother, sister, sister-in-law, brother-in-law, parents, father-in-law, mother-in-law, step parents, grandparents or grandchildren, leave with pay will be granted up to three days per occurrence. Leave with pay of 1 day per occurrence will be granted for death of someone other than an immediate family member defined above. Such leave is non-accumulative. An employee may request additional days and to use sick leave for those additional days. 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 accrued sick leave.

Section 3. Sick Leave:

Subd. 1a. An employee who is hired on or before November 15 of any school year and has less than one year of continuous service and is regularly scheduled at least twenty-three (23) hours per week on a regular bid route (excluding charters) in the current year will be credited with seventeen (17) hours of sick leave. The amount of sick leave credited the following year will be reduced by seventeen (17) hours. An employee who is hired after November 15 of any school year will be eligible for Subd. 1a. at the beginning of the following school year.

In the event that the employee resigns or is terminated prior to the end of his/her probationary period, the School District has the option to deduct or collect salary paid for any paid sick leave.

Subd. 1b. Effective July 1, 2017, an employee assigned a schedule of twenty-three (23) hours or more per week of paid duty on regular bid routes for at least thirty (30) weeks during the preceding year will be credited the first student contact day with sick leave hours per the chart below.

Regular Route Hours (for at least 30 weeks of prior year)	Sick Leave Credited (less any sick leave advance in prior year)
25 to 29.99 hours/week	40 hours
30 to 35 hours/week	70 hours
More than 35 hours/week	80 hours

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one thousand forty (1040) hours of sick leave per employee.

Subd. 3. Accrued sick leave with pay shall be required whenever an eligible employee's absence from work is found to have been due to illness or injury of the employee, employee's spouse or employee's child which prevented the employee's attendance and performance of duties on that day or days. Employees with absences for medical appointments during the noon route only will not be required to use available sick leave. Up to twenty-four (24) hours of accrued sick leave per year shall be allowed to employees due to the serious illness of a parent or parent-in-law, sibling, grandparent or grandchild. 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.

Subd. 3a. Effective August 1, 2013, for employees who have been employed by the District for at least 12 months prior to the leave and who worked at least one half of the full time equivalent during those 12 months may use up to 160 hours of sick leave in any 12 month period for the illness or injury of the employee's adult child (includes stepchild, biological, adopted, and foster child), spouse, sibling, parent, grandparent, or stepparent for reasonable periods of time as the employee's attendance may be necessary. This provision is not intended to increase or decrease the amount of time provided for in Subd. 3. Above except as otherwise required by law. This provision shall be in effect only as required by MN Statute 181.9413.

Subd. 4. Sick leave allowed shall be deducted in five (5) minute increments from the accumulated sick leave earned by the employee.

Subd. 5. The school district may require a statement from a doctor to verify absences for illness or injury of three or more days.

Section 4. Jury Duty: An employee who is absent because of required jury duty will be granted leave and will be paid the difference between her/his regular salary and the fee received for such jury duty. An employee who completes her/his jury duty with one-half (1/2) day or more of the work day remaining shall report to work for that period.

Section 5. Personal Leave: Non-probationary employees shall be eligible to receive two (2) paid days off per year for personal reasons to be taken on an employee's busing day or non-busing day (except transportation workshop days). When taken on a busing day, employees shall schedule such absences with their supervisor at least one day in advance, except in an emergency. The supervisor may limit the number of employees excused on a given day as necessary to maintain a balanced workforce of experienced employees. If this day(s) is not used after the completion of the school year, current employees shall be paid for the day(s) an amount based on their regular bid hours (not to exceed 8 hours) at their current rate of pay.

In addition to the above personal leave days, non-probationary employees shall receive three (3) paid days off per year for personal reasons to be taken on an employees' non-busing day. These days may not be taken on transportation workshop days. If used, these days will then be deducted from the accumulated sick leave for which the employee is eligible under Article XI, Section 3, Subd. 1. If these days are not used after the completion of the school year, a current employee shall, at his/her option, either receive up to three extra days pay at the employee's regular rate of pay (not to exceed 8 hours per day) or have up to three additional days added to their accumulated sick leave.

Effective July 1, 2018, non-probationary employees shall receive four (4) paid days off per year for personal reasons to be taken on an employees' non-busing day. These days may not be taken on transportation workshop days. If used, these days will then be deducted from the accumulated sick leave for which the employee is eligible under Article XI, Section 3, Subd. 1. If these days are not used after the completion of the school year, a current employee shall, at his/her option, either receive up to four extra days pay at the employee's regular rate of pay (not to exceed 8 hours per day) or have up to four additional days added to their accumulated sick leave.

ARTICLE XII

RECRUITMENT OF NEW DRIVERS

Section 1. Each employee shall receive from the School District an amount to be determined annually, but not less than \$50.00 for each new employee which he/she shall recruit to drive for the School District. Such compensation shall not be provided until such time as the new employee completes the probationary period as set forth in Article VI, Section 1, Subd. 1 of this Agreement.

Section 2. The school district will pay \$175.00 to new drivers for their participation in the district's required pre-employment training program, \$75.00 to be paid upon completion of thirty hours of driving on regular bid routes in the school district and the balance to be paid after 60 days worked on regular bid routes.

Effective January 1, 2017 the school district will pay actual hours at the step one pay rate to new drivers for their participation in the district's required pre-employment training program. This will be paid as follows: up to \$250.00 of this pre-employment training pay will be paid upon completion of thirty hours of driving on regular bid route; the balance of the pre-employment training pay, if any, will be paid after 60 days worked on a regular bid route. This will replace the \$175.00 pay referenced in the prior paragraph.

Section 3. The school district will pay actual hours at the starting pay rate to new chaperones upon the completion of 30 hours on a bid route for watching the training films.

Section 4. The school district will pay actual hours at the starting pay rate to new crossing guards upon the completion of 30 hours on a bid route for watching the training films.

Section 5. If a chaperone subsequently completes the new drivers' pre-employment training, the amount of pay for watching the chaperone training films will be deducted from the new drivers' pre-employment training pay.

ARTICLE XIII

SENIORITY

Section 1.

Subd. 1. Seniority is defined as the length of an employee's continuous service within their position covered by this contract.

Subd. 2. An employee shall lose his/her seniority upon resignation from employment, termination, or discharge.

Subd. 3. Should two or more employees commence their continuous service in a position covered by this contract on the same date, that date will be their seniority date within that classification and their sequence on the seniority list for that position will be determined as follows:

- (1) Employees who currently have seniority in another classification covered by this contract will be placed first, in order of their earliest seniority date in another classification.
- (2) If there are no such employees, new employees will be placed on the seniority list for the position in the order in which they are sent by the Transportation Department to the Human Resources Department for new employee processing.

Subd. 4. There shall be a seniority list maintained for regular bus drivers, chaperones or crossing guards. One section shall be entitled "Drivers", one section shall be entitled "Chaperones" and one section shall be entitled "Crossing Guards." Seniority shall prevail within each section of the seniority list.

Subd. 5. Substitute employees who move from the "Substitute" list to the "Regular" list shall have seniority on the "Regular" list as of the date they became a "Regular" employee.

Subd. 6. If a regular employee desires to become a substitute employee, such employee would lose seniority on the regular employees seniority list.

Section 2. All regular routes, standby positions, kindergarten routes, work program and activity routes shall be bid by seniority before the beginning of the school year, but not later than ten (10) working days before the beginning of the school year. Drivers or chaperones will receive a minimum of three (3) working days notice to appear to bid their routes. If a driver or chaperone should not appear, he/she shall be able to submit a letter of preference which shall be considered as a legitimate bid. A grouping of routes shall also include the approximate number of students anticipated for each run or route. This section is subject to the provisions of Article XIII, Sections 5, 6 and 7.

Section 3. All crossing guard positions shall be bid by seniority before the beginning of the school year, but not later than ten (10) working days before the beginning of the school year. Crossing guards will receive a minimum of three (3) working days notice to appear to bid their crossing position. If a crossing guard should not appear, he/she shall be able to submit a letter of preference which shall be considered as a legitimate bid. This section is subject to the provisions of Article XIII, Section 5.

Section 4. Whenever a regular route, standby position, kindergarten route, work program route or activity route becomes open during the school year, those openings shall be filled by seniority. The open route/routes shall be posted in a prominent place as soon as the route is found to be open and copies of such postings will be sent by district mail to the satellite garage if unit employees are working out of that location. Open routes posted during a given week will be pulled for awarding on Wednesday morning of the following week as soon as the dispatcher or his/her designee arrives. Whenever a route becomes open during summer school, the route will be posted a minimum of two (2) full working days. This section is subject to the provisions of Article XIII, Section 8.

Section 5. Any individual available to perform a complete (A.M./P.M.) regular route shall be eligible to apply for such routes and will be assigned on the basis of seniority. Any employee who bids a complete (A.M./P.M.) route and is subsequently unable to perform the complete route must relinquish entitlement to all of the route assignment.

Section 6. Vacant routes may be split, combined or otherwise packaged for bidding at the discretion of the School District.

Section 7. Employees who are assigned a complete (A.M./P.M.) regular route shall receive first consideration for assignment to kindergarten routes, shuttles, activity routes and charters, provided such additional assignment does not interfere with the performance of their regular route.

Section 8. Route bidding will be limited to twice per year per employee. This shall include the initial route bid and one additional route change during the school year.

Section 9. Substitute seniority lists will be eliminated. Regularly assigned employees may designate hours apart from their regular assignment when they are available for and wish to be considered for substitute assignments and will be considered in order of their seniority for such substitute assignments.

Regularly assigned employees will be awarded assignments from the Daily Bid Sheet and/or Holiday Bid Sheet over substitute employees, provided such additional assignment does not interfere with the performance of the employee's regular route.

Section 10. If a route is open at the beginning of the school year and has not been filled pursuant to bid, the School District may designate a person to fill that route.

Section 11. Any bid route dropped during the course of the school year shall place the bidder on the bottom of the seniority list for bidding other routes during the same time frame for the balance of the school year.

Section 12. In the event that a driver shall voluntarily relinquish an activity route during the course of a school year, such individual shall be considered at the bottom of the seniority list with regard to being eligible for bidding for activity routes which may subsequently develop during the course of that school year. In the event that an activity run driver is unable to drive his/her run, a substitute will be obtained and assigned by the School District. This section is subject to the provisions of Article XIII, Section 7. This section does not apply to the Daily Bid Sheet or the Holiday Bid Sheet.

Section 13. Charters:

Subd. 1. All charters shall be bid by seniority and subject to the provisions of Article XIII, Section 7. Charters will be posted electronically. Drivers will receive a minimum of three (3) working days notice of the decision regarding assignment. Should no regular driver bid a charter within the three (3) day time frame, or if the entire charter is not bid by district drivers (by partial or full bidding), management may take steps to cover the charter with any eligible driver or outside company.

Subd. 1a. The following are definitions of chargeable charters.

Complete charter: A charter that includes a drop off and return of a group at designated times and the driver remains on duty and available to the group between the drop off and return.

Two one-way charters: A charter that includes a drop off and return of a group at designated times and the driver does not remain with the group and is not on duty between the drop off and return.

One-way charter: A charter that is either a drop off or a return and that is outside of the regular route time.

Subd. 1b. The following are definitions of non-chargeable charters.

Partial charter: Two one-way charters that are not filled both ways with the same driver.

Incentive pay charter (IPC): A charter that is performed entirely during a driver's regular route and will receive the rate of one-half of the two (2) hour minimum charter incentive in addition to the regular route pay.

Subd. 2a. Partial or one way charters of one hour or less performed outside regular route time will be subject to one half of the minimum specified in Article IX, Section 2, Subd. 3. Partial or one way charters in excess of one hour will be subject to the two hour minimum, as specified in Article IX, Section 2, Subd. 3. Partial or one-way charters on days when the driver has no scheduled route will be subject to the two hour minimum specified in Article IX, Section 2, Subd. 3.

Subd. 2b. Charters started during route time and ending after route time or started prior to route time and ending during route time, shall be subject to one-half the 2 hour minimum subject to the terms specified in Article IX, Section 2, Subd 3 unless the charter time, excluding route time, is in excess of one (1) hour.

Subd. 2c. If a driver is on duty with a charter and is requested to assist with an additional charter they shall be paid one-half of a 2 hour minimum subject to the terms of Article IX, Section 2, Subd. 3. Unless the charter time, excluding original charter time, is in excess of one (1) hour.

Subd. 3. The management shall establish procedures for compensation of all overnight charters, drivers, wages, meals, lodging, etc., prior to the overnight charter. Beginning July 1, 2002, drivers will receive a minimum of eight (8) hours' pay on the second day of the charter for all overnight charters.

Subd. 4. Charters allocated on the basis of emergency or administrative request or split between two (2) drivers shall not be charged against a driver's allocation.

Subd. 5. Overnight charters will be awarded 5 working days in advance instead of the 3 working days notice set forth in Subd. 1 of this section. If the charter is not filled after the posting, the charter will be filled by the District or designee.

Subd. 6. Regular route responsibilities shall preclude, bidding on the part of regular route drivers, for charters which conflict with performance of these regular route responsibilities, except that in the case of overnight charters normal seniority bidding rights shall prevail and, thus, permit regular route drivers to bid and drive such overnight charters. In such instances, it shall be the responsibility of the School District to find a substitute driver for the regular route.

Subd. 7. Any driver bidding for a charter route and not reporting for the trip or notifying the Transportation Department at least 2 hours in advance of the departure time of the charter that he/she is not available to make the trip, would forfeit his/her right to bid on another charter for 250 times. (i.e.: If it was Charter #121, he/she would not be eligible to bid again until Charter #121 came up again in the normal rotation.)

Subd. 8. Drivers are to consider themselves "on-duty" at all times while on a charter, and are expected to be available to the group at all times, except when called away on other School District business, or when specifically released by the group leader.

Subd. 9. If a route is driven during a charter the normal route time will be subtracted from charter total.

Subd. 10. This section is subject to the provisions of Article XIII, Section 7.

Subd. 11. All charters will be in sequence, by day, in the order that they are received by the Transportation Department.

Subd. 12. A driver should never sign for a charter for anyone except himself/herself. Any deviation from this must be handled through the Transportation Office.

Subd. 13. In the event a driver has been suspended for not showing for a charter, it will be at the discretion of the Transportation Office to decide whether to send him/her on another charter if there are no other drivers available.

Subd. 14. No regular driver will take a bid for a fourth (4th) trip if it takes away from a regular junior driver who has less than three (3) trips.

Subd. 15. Charters cannot be changed to a minimum after they have been awarded as all-day charters, showing times. If times are not shown when posted, school and dispatcher will determine if two minimums for the day will be paid. Dispatcher will call the school the day before to finalize times.

Subd. 16. If a driver gives up a charter, he/she will not be eligible to take another charter on the same day. The only exceptions to this would be:

- (1) If no one signed for the charter; or
- (2) If a charter's scheduled times changed by one hour or more; or
- (3) If the charter vehicle was not posted as a lift bus and changed to a lift bus.

Subd. 17. Charters that are given up will be awarded to the next eligible driver who signed the bid sheet.

Subd. 18. All combining of charters will be done before driver's name is assigned on the posting board. Any combining of charters after posting will be discussed with the driver for his/her approval.

Subd. 19. All charters will be closed for awarding at the end of the business day prior to awarding day by the charter dispatcher or designee.

Subd. 20. Last minute charters (less than [8] working hours): Transportation will attempt to take the first driver who is available and willing. This charter assignment will not be charged against the driver as a bid charter. Late charters that are received by the office will be posted and charged as usual. If they are posted electronically with less than 24-hour notification, they will not be charged. If they are awarded over the radio, they will not be charged.

Section 14. Layoff:

Subd. 1. In the event of a layoff, employees within each classification with the least seniority, shall be laid off first, unless another employee agrees to voluntarily take such layoff.

Subd. 2. Employees shall be recalled according to seniority within each classification. If a position becomes available for a qualified bus driver, chaperone or crossing guard on layoff, the School District shall mail by certified mail the notice to such employee who shall have fourteen (14) calendar days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the Superintendent of Schools or his/her designee within such fourteen (14) calendar day period, it shall constitute a waiver on the part of such employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

Subd. 3. Reinstatement rights shall automatically cease the first day of the school year after the one-year anniversary date of the layoff and no further rights to reinstatement shall exist.

Section 15. An employee who receives a leave of absence from the School District and then goes to work for another employer shall forfeit his/her seniority.

Section 16. The School District shall supply the Exclusive Representative by October of each school year, a correct seniority roster and once a month thereafter, submit to the Exclusive Representative additions or deletions.

Section 17. A standard form entitled "Termination of Employment" shall be filled out by the District whenever an employee terminates his/ her employment. A copy of notification shall be given to the Exclusive Representative.

ARTICLE XIV

RETIREMENT

Section 1: Retirement Contribution: Membership in the Public Employees Retirement Association (P.E.R.A.) is required by State Law for most permanent employees. Most new employees are required by law to participate in Social Security as well as P.E.R.A.

Section 2. Tax Deferred Savings Plans: Employees shall be eligible to participate in a tax deferred savings plan on an optional basis as established pursuant to Minnesota Statute 123B.02, Subd. 15, subject to limitations provided for in School Board Policy.

Section 3. Tax Deferred Matching Contribution Plan:

Subd. 1. Purpose. Commencing July 1, 2004, an annual School District contribution shall be payable to an eligible employee’s tax-deferred matching contribution plan (hereinafter referred to as “Matching Plan”), subject to the following provisions.

Subd. 2. Legal Authority. 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.

Subd. 3. Authorization. The School District contribution is not payable unless the employee authorizes a matching salary reduction in the amount that they are eligible to receive in Section 7 for the same period. A School District authorization form must be completed.

Subd. 4. Eligibility. Only employees who have six (6) or more years of service (calculated from the most recent date of hire within the Transportation Department) and who is assigned a regular schedule of twenty-three (23) hours or more per week of paid duty on a regular bid route (excluding charters) during the previous school year 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 six (6) years of seniority on July 1, 2004, in order to participate during the 2004-2005 contract year.

Subd. 5. Vendors. The School District contribution and matching employee contribution will be made to a company of the employee’s choice from the School District list of eligible tax shelter companies, subject to Section 2 of this Article. It shall be the responsibility of the employee to make all arrangements required by the vendor to insure that proper payment is made by the School District.

Subd. 6. Participation. Participation in the plan shall be voluntary.

Subd. 7. School District Contribution. The amount of the School District contribution shall be as follows:

Effective July 1, 2017:

Matching Plan Eligibility Criteria	District Contribution Payable to Matching Plan Account of Participant During Contract Year	Required Participant Contribution to Matching Plan Account During Contract Year
Most recent date of hire within the Transportation department on or before 7/1/11	\$275	\$275
Most recent date of hire within the Transportation department on or before 7/1/06	\$400	\$400
Most recent date of hire within the Transportation department on or before 7/1/01	\$525	\$525
Most recent date of hire within the Transportation department on or before 7/1/96	\$650	\$650

Effective July 1, 2018:

Matching Plan Eligibility Criteria	District Contribution Payable to Matching Plan Account of Participant During Contract Year	Required Participant Contribution to Matching Plan Account During Contract Year
Most recent date of hire within the Transportation department on or before 7/1/12	\$350	\$350
Most recent date of hire within the Transportation department on or before 7/1/07	\$475	\$475
Most recent date of hire within the Transportation department on or before 7/1/02	\$600	\$600
Most recent date of hire within the Transportation department on or before 7/1/97	\$725	\$725

Subd. 8. Compliance. In order to monitor compliance with federal and state laws concerning the amount of income an employee may shelter, School Service Employees, SEIU Local 284 and the School district agree that a third party administrator of tax-deferred savings plan may be utilized to monitor such compliance and that (1) bus driver, chaperone, and crossing guard employees participating in the School District’s tax-deferred matching contribution plan or the School District’s tax-deferred savings 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.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the 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 employee, 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. 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 by State law.

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 bears a postmark of the U.S. mail 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 ten (10) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board designee.

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

Subd. 1. Level I. If the grievance is not resolved through informal discussions, the Coordinator of Transportation 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 and Operations or his/her designee 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 and Operations or his/her designee, the Director of Finance and Operations or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Director of Finance and Operations⁴⁴ 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 five (5) 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 twenty (20) days after receipt of the appeal. Within fifteen (15) days after the meeting, the Superintendent of Schools shall issue his/her decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I, Level II, or Level III of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) 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 reverse or modify such decision.

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

Section 8. Arbitration Procedures: In the event that the employee 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 of Schools within ten (10) 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 was not first duly processed in accordance with the grievance procedure and appeal provisions.

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

Subd. 4 Submission of Grievance Information:

Subd. 4a. Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issue involved.
2. The statement of the facts.
3. Position of the grievant.
4. The written documents relating to the grievance.

Subd. 4b. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties 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 proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971, as amended.

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

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

ARTICLE XVI

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended, except that an employee will be granted no salary increase of any kind until a new Agreement is reached. If either party desires to modify or amend this Agreement commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the bus drivers, chaperones and crossing guards of the School District. The provision 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 except if mutually agreed by the parties.

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:

FOR:

School Service Employees
SEIU Local 284

Independent School District No. 196,
Rosemount, Minnesota

Keith Mami

Jacqueline K. Magnuson

Business Representative

Chairperson

Carolyn R. Steiner

Clerk

Darlene Wells

Michael S. Sorenson

Suzanne McGhee

Ruth Turner

Kiz Willner

Catherine Briggs

T/L

April 23, 2018

(Date)

April 23, 2018

(Date)

LETTER OF AGREEMENT

Representatives of School Service Employees Local 284 and Independent School District No. 196 have met to formulate guidelines for a dress code that is logical and can be implemented with a common sense approach on the part of management and employees.

The aim and intent is as follows:

- 1. To implement a dress code designed to warrant respect from students and parents, and the community in general;
- 2. to demonstrate pride in occupation;
- 3. to display to the public that safety, as well as comfort is primary.

All personnel are asked to have attire be neat, clean, comfortable, protective and be dressed so as not to hinder the safe operation of the bus. There is always uncertainty as to what is considered neat and clean. Items that are not acceptable as proper dress on the job include:

- 1. Shirts or blouses which allow undergarments to be visible, as well as tank tops, halter-neck tops, shirts cut-off at the midriff, etc.
- 2. Shirts and slacks that have a "torn-off" look.
- 3. Clothes with holes, tears or unrepaired damage.
- 4. Sandals - any footwear other than fully enclosed flat heeled shoes.
- 5. Any clothing containing advertising for chemical/tobacco/alcohol or demeaning or profane language or symbols that students are not permitted to wear in school.
- 6. Short-shorts.

A common sense approach to dress is requested, keeping in mind the drivers' appearance to students, public and other District employees. The above code is established in the spirit of cooperation to avoid enforcement of a standard, uniform mode of dress.

DATE April 23, 2018

FOR:

FOR:

School Service Employees Local 284,

Independent School District No. 196,
Rosemount, Minnesota

Keith Men
Business Representative

Alex Willner

Carolee R. Stebens

Salene Wells

Michael Siefert

Isaac M. Schell

Ryan Turner

Catherine Buggs

[Signature]

Joseph R. Magnuson
Chairperson

Sachin Isaac
Clerk

LETTER OF UNDERSTANDING

It is hereby understood by and between School Service Employees Local 284 (the union) and Independent School District 196, Rosemount, Minnesota (the district), as follows:

- 1. On May 6, 1993, the district notified the union of its intent to contract with an outside school bus transportation service(s), commencing with the 1993-94 school year, to perform some bus routes which the district does not have space and/or equipment to serve. During the negotiations leading to the 1993-95 collective bargaining agreement, the district and the union met to negotiate over effects of this decision.
- 2. With respect to the annual route bidding procedure which is scheduled for August, 2017, and August, 2018, the parties have agreed that all bus routes will be available for bid by current employees and other individuals who have satisfactorily completed the selection and training process and been assigned a bidding time by the Transportation Department. After these individuals have had an opportunity to select bus routes for 139 full size route buses, the district will then determine which of the remaining routes will be contracted out and will inform both the union and the contractor that the contractor will be responsible for those routes for the school year. In the event that the 139 full size route buses are bid prior to the available small bus routes being bid, the bidding procedure will continue until the available small route buses have been bid. In the event that a reduction in student enrollment or changes to school start or end times causes the need for fewer than 139 full size bus routes, the School District will be obligated to offer to School District employees all full size bus routes up to 139. Only full size bus routes exceeding 139 will be contracted out for the year.
- 3. This letter does not apply to the contracting out of routes requiring small buses or emergency needs which will continue as in the past to be contracted out as needed to supplement the district's transportation services.

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

DATE April 23, 2018

FOR:

FOR:

School Service Employees Local 284,

Independent School District No. 196,
Rosemount, Minnesota

Keith Nrem
Business Representative

Carolyn R. Magnuson
Chairperson

Caroleyn R. Stebbins

Sachin Isaac
Clerk

Suzanne Wells

Michael Symbert

Suzanne M. Schuster

Brian Turner

Ky Willner

Catherine Biggs

TL 5f