

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT 196

and

**MINNESOTA TEAMSTERS PUBLIC AND LAW
ENFORCEMENT EMPLOYEES UNION, LOCAL 320**

VEHICLE TECHNICIANS

Effective July 1, 2018
through June 30, 2020

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ARTICLE 1

PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 196, Rosemount, Minnesota, hereinafter referred to as the School Board, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, hereinafter referred to as exclusive representative, pursuant to, and in compliance with, the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as P.E.L.R.A. of 1971, as amended, to provide the terms and conditions of employment for vehicle technician employees during the duration of this Agreement.

ARTICLE 2

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 Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, as the exclusive representative of all vehicle technician employees employed by the Rosemount School District 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 vehicle technician employees in the district contained in the appropriate unit as defined in Article 2, Section 3, of this Agreement and the P.E.L.R.A. of 1971, as amended, and in certification by the Director of Mediation Services.

Section 3. Description of Appropriate Unit: For purposes of this Agreement, the term vehicle technician employees means all vehicle technicians employed by the School Board in such classification.

ARTICLE 3

DEFINITIONS AND RIGHTS

Section 1. Terms: Terms used in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

Section 2. Rights: Employer and employee rights shall be as contained in P.E.L.R.A. of 1971, as amended, and all management rights and functions not expressly delegated are reserved to the School Board.

Section 3. Employee: Employee means any member of the appropriate unit employed by the School District.

ARTICLE 4

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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

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

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform such services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE 5

WAGES AND COMPENSATION

Section 1. Wage Rates: Vehicle technician employees shall be given the appropriate wage as indicated by the following salary schedule. New employees who have prior significant school bus vehicle technician experience or heavy equipment repair may be hired at step 2 or may be advanced to step 2 following satisfactory completion of their probationary period at the discretion of the School District.

All new Vehicle Technician 1 employees are strongly encouraged to obtain their Class A CDL license by the end of their first six months of employment. All new Vehicle Technician 1 employees are required to obtain their Class A CDL license by the end of their first year of employment or termination of employment may result.

When a Group 2 Vehicle Technician 1 obtains their Class A CDL license, they will move to the comparable step under Group 1 Vehicle Technician I pay rate.

A Group 3 Vehicle Technician 2 may advance to either Group 1 or Group 2 following one year of employment in the District as a Group 3 Vehicle Technician 2 and placed on Step 1.

	Effective 7/1/2018	Effective 7/1/2019
<u>Group 1</u> Vehicle Technician 1 With a Class A CDL License		
Step I	25.58	26.21
Step 2	26.06	26.70
<u>Group 2</u> Vehicle Technician 1 Without a Class A CDL License		
Step I	23.23	23.80
Step 2	23.71	24.29
<u>Group 3</u> Vehicle Technician 2		
Step I	21.06	21.59

If a vehicle technician loses their Class A CDL, the School District will evaluate the circumstances to determine whether the employee’s pay rate is changed. Any changes made to the employee’s pay rate are not subject to the grievance procedures.

Section 2. Increment Advancement: Employees will advance from step 1 to step 2 on the base salary schedule following one year of service, subject to Section 6 of this Article.

Section 3. Increments: If increments are withheld, these shall be reviewed by the Human Resources Department. Increments will be based on the employee's performance and subject to the grievance procedure.

Section 4. Paydays: Paydays will be every other Friday and shall be in twenty-six (26) equal checks.

Section 5. Shift Premium: Employees assigned to and working on a shift commencing later than 1 p.m. will be paid a shift premium of 34 cents per hour in addition to their regular hourly rate as set forth in Article 5, Section 1 for 2018-2019 and 35 cents per hour more for 2019-2020.

Section 6. Longevity Differential: Employees who have 7 or more years of seniority will be paid 39 cents per hour more than the regular hourly rate set forth in Article 5, Section 1 for 2018-2019 and 40 cents per hour more for 2019-2020. Employees who have 10 or more years of seniority will be paid 53 cents per hour more than the hourly rate set forth in the Article 5, Section 1 for 2018-2019 and 54 cents per hour more for 2019-2020. Employees who have 15 or more years of seniority will be paid 93 cents per hour more than the hourly rate set forth in Article 5, Section 1 for 2018-2019 and 95 cents per hour more for 2019-2020.

Section 7. Lead Differential: Should the School District elect to name a night or satellite location lead vehicle technician, such night or satellite location lead technician shall receive 34 cents per hour more than the rate applicable in Article 5, Section 1 for 2018-2019 and 35 cents per hour more for 2019-2020.

Should the School District elect to name a day lead vehicle technician, such day lead vehicle technician shall receive 75 cents per hour more than the rate applicable in Article 5, Section 1 for 2018-2019 and 77 cents per hour more for 2019-2020.

ARTICLE 6

GENERAL WORKING CONDITIONS

Section 1. Work Day: The normal work day shall be eight (8) hours exclusive of lunch. A mid-morning and a mid-afternoon break will be provided. Employees will be entitled to a one-half hour lunch break and shall not be required to remain on the premises during their lunch period.

Section 2. Work Week: A work week shall consist of eight (8) hours per day or forty (40) hours per week, exclusive of lunch. Five consecutive days shall constitute a forty (40) hour work week.

Section 3. Overtime: Work in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime. Overtime shall be reimbursed at the rate of time and one-half. Overtime shall be offered on the basis of seniority. Call back or call in on week nights and Saturday shall be a minimum of two (2) hours. All call in on Sundays and holidays will be guaranteed four (4) hours minimum. Call back or call in shall be paid at the rate of time and one-half only if the work day or work week requirement has been fulfilled.

Section 4. Compensatory Time:

Subd. 1. An employee may be granted comp-time in lieu of overtime as set forth in Article 6, Section 3, upon the prior written approval of the Coordinator of Transportation. Comp-time shall accrue as provided in Article 6, Section 3.

Subd. 2. Earned comp-time may be taken at any time when regular school is not in session, at the request of the employee, subject to the prior approval of the Coordinator of Transportation.

Subd. 3. All comp-time earned between January 1 and December 31 must be taken as set forth herein prior to December 31. Comp-time not taken as set forth herein shall be paid as overtime as set forth in Article 6, Section 3.

Subd. 4. The provisions of Section 4 are not subject to the grievance procedure.

Section 5. Probationary Period: An employee shall, under the provisions of this Agreement, serve a probationary period of six (6) months of employment during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

All employees shall, within their first three (3) months of employment, acquire a school bus endorsement. If the employee does not have a school bus endorsement within the first three (3) months of employment, the employee will be terminated.

At the end of the initial probationary period, if a Group 2 Vehicle Technician 1 has not obtained a Class A CDL license, the School District may, at its discretion, extend the employee's probationary period by an additional period of six (6) months of employment and the School District will retain all rights listed above. The School District will notify the exclusive representative, in writing, when an employee's probationary period is extended. At the end of the twelve (12) month probationary period, if the Group 2 Vehicle Technician 1 has not obtained a Class A license, the employee may be terminated immediately.

Section 6. Holidays: Transportation personnel shall report for work on all normal working days exclusive of paid holidays listed below:

- | | |
|-----------------------------------|-----------------------|
| Independence Day | New Year's Day |
| Labor Day | President's Day |
| Thanksgiving Day | Memorial Day |
| Friday following Thanksgiving Day | (3) Floating Holidays |
| Christmas Eve Day | |
| Christmas Day | |

Floating holidays, one of which is in recognition of Martin Luther King, Jr., will be observed on dates mutually agreed upon by the School District and the union.

Section 7. Vacations: Twelve month employees shall earn paid vacation according to the following schedule:

<u>Years of Continuous Eligible Employment</u>	<u>Maximum Vacation to be Earned</u>
1st through 4 th year of employment	11 days
5th through 8th year of employment	16 days
9th year of employment	18 days
10th year of employment	19 days
11th year of employment	20 days
12th year of employment	21 days
13th year of employment	23 days
14th year of employment	24 days
15th or later year of employment	25 days

During the year of employment shown in the lefthand column above, the employee may use (1) vacation which was earned but not taken during the preceding year of employment, and (2) vacation earned during the current year of employment on a prorated basis. For example, an employee who has worked three months during a given service year will have earned 3/12 of the maximum vacation shown in the righthand column above for that particular year of employment. At the time of separation or retirement, the employee will be paid for vacation earned but not taken.

Vacation time off may be scheduled any time during the year with the prior approval of the Coordinator of Transportation or their designee.

Section 8. Leave of Absence: A leave of absence of up to one year may be granted upon the approval of the immediate supervisor and the School Board for employees on contract. All leaves of absence are to be granted without pay, and at the sole discretion of the employer.

Section 9. Eye Wear: The School District shall provide any type eye wear that OSHA, or other state or federal funded organizations require to be worn in the Transportation shop, i.e., face shield, welding helmets, and safety glasses or safety lenses. Prescription safety glasses and safety lenses will be covered up to \$350 every year.

Section 10. Sick Leave:

Subd. 1. Twelve month employees shall be credited with twelve (12) days of sick leave each July 1, the beginning of the fiscal year. If an employee begins employment after July 1, the number of sick leave days credited to them in their first year will be pro-rated. In the event the employee's absence is in excess of the number of days earned, and the employee does not return to the said position, the School District has the option to deduct or collect salary paid for unearned sick leave.

Subd. 2. Unused sick leave may be accumulated to a maximum credit of 190 days for all employees.

Subd. 3. Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to illness or injury to the employee or the employee's dependent child which prevented the employee's attendance at work or performance of duties on that day or days.

Subd. 4. The School Board may request a statement from the employee's doctor on sick absences.

Subd. 5. The School District retains the right to require an employee to pass a physical examination as a condition of employment and also as a biennial condition of bus driver endorsement. The School District will reimburse the employee per Section 21 below.

Subd. 6. Up to twelve (12) days of sick leave per year shall be allowed to employees due to the serious illness of a parent or spouse. Said days to be deducted from normal sick leave allowance. Employees may request additional days also to be deducted from normal sick leave allowance. Approval of additional days shall be at the sole discretion of the Coordinator of Transportation.

Subd. 7. The provision required by MN Statute 181.9413 will be applied to determine the use of sick leave for employees who have been employed by the School 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. This provision is not intended to increase or decrease the amount of time provided for in Section 10 except as otherwise required by law. This provision shall be in effect only as required by MN Statute 181.9413.

Section 11. Bereavement:

Subd. 1. In the event of the death of a member of the immediate family of the employee, which shall be limited to spouse, children, parents, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, and nephew, leave with pay may be granted up to five (5) days as necessary to enable the employee to attend the funeral. Days needed to attend to other issues related to the death may be approved by the Coordinator of Transportation. Paid days will be deducted from accrued sick leave or vacation or may be taken without pay, at the employee's request.

Leave with pay of one (1) day per occurrence will be granted for the death of someone other than an immediate family member defined above. 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 or vacation, at the employee's request.

Subd. 2. In the event that an employee is asked to be a pallbearer, a one (1) day leave shall be granted and deducted from sick leave.

Section 12. Snow Days: Employee will report to work on days classified as snow days or other non-scheduled school closing days as soon as weather and road conditions allow for safe travel. Employees may request payment for hours missed to be charged to compensatory time or sick leave which has been accrued according to the terms of this agreement.

Section 13. School Closings: If a full-time employee is in attendance at work and the full-time employee is sent home by the Superintendent of Schools as a result of inclement weather or other reasons not related to discipline or the failure to perform duties properly, the full-time employee shall be paid for a full day.

Section 14. Job Posting:

Subd. 1. The employer agrees that when any Bargaining Unit position is open or a new position in the district is created, said position will be up for bid and all Bargaining Units are eligible to bid. The position shall be posted a minimum of five (5) working days.

Subd. 2. All employees bidding a job opening, if selected by employer, shall be placed on a trial period of one month. In the event the employee does not successfully pass the trial period, such employee shall be given their former position and pay without any loss of seniority.

Section 15. Uniforms: Five (5) uniforms per week shall be provided and laundered by the employer. In cold weather, coveralls shall also be provided. Two jackets will be provided for each

employee. The employer will launder the jackets no more than once per month during the months of October through May.

Section 16. Tools: All tools used to repair buses and School District equipment are to be provided by the employer, as approved by the Coordinator of Transportation.

Section 17. Required Jury Duty: Any employee who is required to serve as a juror shall be granted a leave with pay while serving on jury duty contingent upon the employee paying to the Board any fees received, minus travel allowance, for such jury service. The employee may seek to be excused from jury duty.

Section 18. Personal Leave: Non-probationary employees shall be eligible to receive two (2) paid days off per year for personal reasons. Employees shall schedule such absences with the Coordinator of Transportation at least one day in advance. The School District may limit the number of employees excused on a given day as necessary to maintain a balanced workforce of experienced employees.

Section 19. State Required Physical: Vehicle technicians with one or more years of experience in the School District as a vehicle technician will be fully reimbursed for any physical required by the School District, if taken at a clinic designated by the School District. Otherwise, vehicle technicians with one year or more of experience in the School District as a vehicle technician will receive reimbursement of their out-of-pocket expense (after insurance coverage/discount, if any) up to a maximum of \$75.00 from the School District upon proof of completion of their required physical examination and proof of the employee's out-of-pocket expense.

ARTICLE 7

GROUP INSURANCE

Section 1. Health and Hospitalization Insurance: The School Board shall contribute up to the amount listed below per month toward the premium for eligible participants who work 30 hours or more per week. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

<u>Coverage</u>	<u>7/1/18</u>	<u>7/1/19</u>
Single	\$656	\$656
Employee Plus One Dependent	\$1,461	\$1,461
Family	\$1,926	\$1,926

Section 2. Life Insurance: The district will pay the premium for \$50,000 life insurance. This coverage is available to all employees who work 30 hours or more per week.

Optional life insurance coverage is available to employees. The full premium for this coverage will be paid by the employee electing coverage through payroll deductions.

Section 3. Income Protection: The eligible employee shall pay the full premium for a long-term disability program. This coverage is available to all employees who work thirty (30) or more hours per week. The income of the employee who becomes disabled from sickness or accident will be insured after 90 consecutive calendar days to the extent of 66 2/3% of salary.

Section 4. Duration of Insurance Contribution: An employee is eligible for School District contributions as provided in this Article as long as the employee is employed in paid status by the School District. An employee who is receiving worker's 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 District participation and contribution shall cease effective on the last working day.

Section 5. 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 10, Section 1 and who retires following fifteen (15) years of employment in the School District and is 55 years of age or older, may extend their insurance coverage by converting 1/3 of the cash value of their unused sick days, up to 130 days, at the time of retirement and applying it towards the employee portion of insurance premium until the cash value is exhausted. The School District shall deposit the total amount in the employee's name in the Post-Retirement Health Care Savings Plan, administered by the Minnesota State Retirement System.

Section 6. HRA/VEBA: Effective July 1, 2009, for active Vehicle Technicians 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 7, Section 1. This provision shall be in effect so long as the District offers a high deductible plan and the contributions listed in Article 7, Section 1, exceed the cost of the high deductible plan premium.

ARTICLE 8 MATCHING CONTRIBUTION PLAN

Section 1. Purpose: An annual School District contribution shall be payable to an eligible employee's matching contribution plan (hereinafter referred to as "Matching Plan"), subject to the following provisions.

Section 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.

Section 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.

Section 4. Eligibility: Employees who have completed five (5) or more years of service shall be eligible for the matching School District contribution provided in Section 7. Years of service shall be determined as of July 1.

Section 5. Vendors: The School District contribution and matching employee contribution will be made to a company of the employee's choice from the ISD 196 list of eligible tax shelter companies, subject to Section 13.2 of this Section. 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.

Section 6. Participation: Participation in the plan shall be voluntary.

Section 7. School District Contribution for Full Time Employees: The amount of the School District contribution for full time employees shall be as follows:

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
Seniority date on or before 7/1/2013	\$1,835	\$1,835

Effective July 1, 2019		
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
Seniority date on or before 7/1/2014	\$1,973	\$1,973

Section 8. Compliance: In order to monitor compliance with federal and state tax laws concerning the amount of income an employee may shelter, Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320, and the School District agree that a third party administrator of tax-sheltered annuity programs may be utilized to monitor such compliance and that (1) Vehicle Technicians participating in the School District's matching contribution plan or the School District's tax-sheltered annuity programs 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 9

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 Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The supervisor or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf in accordance with state statute.

Section 3. Definitions and Interpretations:

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

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

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

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within five (5) days after the date the event giving rise to the grievance occurred, or the employee had reasonable knowledge thereof. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure by the employee to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board designee.

Section 5. Designation of Board Representative: The School District representative shall be the Coordinator of Human Resources. The employee may serve any notices required by the grievance procedure on the Coordinator of Human Resources.

Section 6. Adjustment of Grievance: The Coordinator of Human Resources 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 1: If the grievance is not resolved through informal discussions between the employee and their supervisor, the supervisor shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 2. Level 2: In the event the grievance is not resolved in Level 1, the decision rendered may be appealed to the Human Resources Department provided such appeal is made in writing within five (5) days after receipt of the decision in Level 1. If a grievance is properly appealed to the Human Resources Department, the Human Resources Department or its designee shall set a time to meet regarding the grievance within five (5) days after receipt of the appeal. Within five (5) days after the meeting, the Human Resources Department or its designee shall issue a decision in writing to the parties involved.

Subd. 3. Level 3: In the event the grievance is not resolved in Level 2, 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 2. If a grievance is properly appealed to the Superintendent of Schools, the Superintendent of Schools shall set a time to hear the grievance within fifteen days after receipt of the appeal. The date and time will be designated. Within ten (10) days after the meeting, the Superintendent of Schools shall issue their decision in writing to the parties involved.

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

Section 8. Arbitration Procedures: In the event that the employee and the Superintendent of Schools 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 3 of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five (5) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on the arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within ten (10) days after request for arbitration. The request shall ask that the appointment be made within twenty (20) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a. Upon appointment of the arbitrator, the appealing party shall within five (5) 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. Statement of facts.
3. Position of the grievant.
4. The written documents relating to Section 5 of the grievance procedure.

b. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing. If the School Board submits information to the arbitrator in advance of the hearing, a copy of such information will be simultaneously submitted to the union.

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 de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within twenty (20) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations provided by 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 fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction: The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this Agreement and the provisions of P.E.L.R.A. of 1971, as amended. 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.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive their right to initiate a grievance pursuant to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE 10

SENIORITY

Section 1. Date: Employees within the appropriate unit shall acquire seniority upon completion of the probationary period as defined in this Agreement. The seniority date shall relate back to the date of original employment within the appropriate unit and shall be accumulative only within this appropriate unit. If more than one employee is hired on the same date, seniority ranking shall be determined by lot.

Section 2. Loss of Seniority: Seniority shall be lost due to resignation, discharge for cause, failure to return from layoff in the time required or absence for any reason for more than one year.

Section 3. Vacation Selection: Seniority shall prevail as to selection of annual leave through June 1 of each calendar year. Vacation requests submitted thereafter for that calendar year shall be granted on the basis of the earliest date of vacation request submission.

Section 4. Seniority Lists: Seniority lists shall be issued each year showing the employees' date of hire.

Section 5. Shift Selection: Senior employees shall be given shift preference after six (6) months of continuous employment.

ARTICLE 11

LAYOFF AND RECALL

Section 1. Recognition: The parties recognize seniority in the application of this Agreement within classifications concerning layoff.

Section 2. Layoff Application: An employee on layoff shall retain their seniority and right to recall within classification in seniority order for a period of one year after the date of layoff.

Section 3. Layoff: In the event the School District determines to reduce a position or positions, employees shall be laid off in inverse order of seniority within areas of classification. A senior employee shall not be placed on layoff while a junior employee on the seniority list occupies a position with the same or lower grade, providing the senior employee has the qualifications to satisfactorily perform the job.

Section 4. Recall: Employees shall be recalled in order of seniority for a position within the same classification held prior to layoff or a lower classification for which qualified. If a position becomes available for a qualified employee on layoff, the School District shall mail by certified mail the notice to such employee who shall have 14 calendar days from the date of mailing of such notice to accept the re-employment. If written acceptance is not received by the coordinator of Human Resources within such 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 of employment rights. The employee must accept the first offer of hiring at same classification from which the employee was laid off or the employee shall be removed from the recall list. The employee may refuse an offer for a lower classification position without losing recall rights to a position at the same classification from which the employee was laid off. However, once an employee is offered a lower classification position and refused such offer, only higher classification positions need be offered.

ARTICLE 12

DISCIPLINE

Section 1. Methods: The employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- a) oral reprimand;
- b) written reprimand;

- c) suspension;
- d) demotion; or
- e) discharge.

Section 2. Conditions: Suspensions, demotions and discharges will be in written form.

Section 3. Delivery: Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the union will receive a copy of such reprimands and/or notices.

Section 4. Personnel Files: Employees may examine their own individual personnel files at reasonable times under the direct supervision of the employer.

Section 5. Procedure: Grievances relating to this Article shall be initiated by the union in Step 2 of the grievance procedure under Article 9.

Section 6. Loss of School Bus Endorsement: Any employee who loses their school bus driving endorsement as a result of any action taken by a law enforcement agency, court, or state agency shall not be terminated or disciplined in any manner by the School District and shall continue their employment as a vehicle technician of the School District during the period that the endorsement is not valid. However, notwithstanding any of the provisions stated herein, the employee is obligated to reapply and obtain the endorsement immediately upon qualification for reinstatement of the endorsement.

ARTICLE 13

PUBLIC OBLIGATION

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

The exclusive representative agrees, therefore, that during the term of this contract neither the exclusive representative nor any individual employee shall engage in any strike as defined by the P.E.L.R.A. The parties agree that procedures affecting this Article are provided for by P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE 14

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2018, through June 30, 2020, and thereafter until modifications are made pursuant to P.E.L.R.A. of 1971, as amended, except that increments shall not be advanced until a new Agreement is finalized and approved for the next negotiation period. If either party desires to modify or amend this Agreement commencing on July 1, 2020, it shall give written notice of such intent no later than May 1, 2020. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full, complete Agreement between the School Board and the exclusive representative representing the vehicle technician employees of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

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

FOR:
I.B.T. LOCAL 320

FOR:
INDEPENDENT SCHOOL DISTRICT 196
ROSEMOUNT, MINNESOTA

Sami Ghel
Business Agent
Doug Nelson
Steward
[Signature]
9-21-18
Date

Jacqueline K. Magnuson
Chairperson
Sachin Isaac
Clerk
9/24/18
Date