

Master Agreement

Independent School District 197

and

Service Employees International Union

Local No. 284

(Transportation Unit)

July 1, 2017 to June 30, 2019

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ARTICLE I
PURPOSE

Section 1. Parties: This Agreement, entered into between the School Board of Independent School District No. 197, a Minnesota municipal corporation, Mendota Heights, Minnesota, hereinafter referred to as the School District, and the Service Employees International Union, Local No. 284, hereinafter referred to as the Union, 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. of 1971, as amended, to provide the terms and conditions of employment for school bus driver personnel 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 District recognizes the Union as the exclusive representative for school bus drivers, substitute drivers, type III drivers and bus monitors employed by the School District, which exclusive representative shall have those rights and duties 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 Union shall represent all school bus drivers, substitute drivers and bus monitors employed by the School District as classified in this Agreement and in said Act.

Section 3. Union Access to Information: The District will make available to the Union a bargaining unit list of employees including name, address, work hours, work location, position, classification, wage schedule placement, dates of employment, and work email addresses. The District will inform the Union of all newly hired transportation employees within thirty calendar days.

Section 4. Union Leadership: The School District and the Union agree to continue to work together to allow appointed or elected representatives to a position of leadership in SEIU Local 284, unpaid time away from their workplace in order to represent the membership of their bargaining unit and the School District. This representation furthers the improvement of Labor/Management relations between the Union and the School District and promotes constructive relationships between all public employer and their employees.

ARTICLE III
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. School District Rights: School District rights shall be as follows:

Subd. 1. Inherent Managerial Rights: The Union recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the School District overall budget, utilization of technology, the organizational structure and selection, and direction and number of personnel.

Subd. 2. Management Responsibilities: The Union recognizes the right and obligation of the School District 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.

Subd. 3. Effect of Laws, Rules and Regulations: The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The Union also recognizes the right, obligation, and duty of the School District 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. Any provision of this Agreement found to be in violation of law, or rules and regulations promulgated thereunder shall be null and void and without force and effect.

Subd. 4. Reservation of Managerial Responsibility: The foregoing enumeration of School District 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 District.

Section 3. Employee Rights: Employee rights shall be as follows:

Subd. 1. Right to View: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint, or opinion on any matter relating 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 Union.

Subd. 2. Right to Join: Employees shall have the right to form and join the Union and shall have the right not to form and join the Union.

Subd. 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check-off for the Union, provided the check-off of dues and proceeds thereof shall not be allowed to any organization that has lost its right to dues check-off pursuant to the P.E.L.R.A. of 1971, as amended. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Union during the period provided in the authorization.

ARTICLE IV
RATES OF PAY

Section 1. Base Compensation: The base hourly rate of pay during the term of this Agreement shall be as follows:

Effective July 1, 2017:	Bus Drivers	\$20.93 per hour.
	Bus Monitors	\$17.10 per hour.
	Type III Driver	\$18.12 per hour.
Effective July 1, 2018:	Bus Drivers	\$21.35 per hour.
	Bus Monitors	\$17.44 per hour.
	Type III Driver	\$18.48 per hour.

Section 2. Rates for New Personnel: New personnel will be paid as follows:

Subd. 1. Trainee Drivers: New drivers will be employed as trainees and will be paid at the State-mandated minimum wage until a valid school bus endorsement to their driver's license has been obtained from the State of Minnesota, and a written authorization to drive alone has been obtained from the Supervisor of Transportation.

Section 3. Longevity: In recognition of continuous years of employment in this bargaining unit, employees (including substitute drivers effective April 18, 2006) will receive a longevity payment, in addition to the hourly salaries listed in Section 1, Base Compensation,

in accordance with the following: Effective July 1 following completion of the following years of service:

Effective July 1 following completion of the following years of service:

Employee has completed at least:	Hourly longevity amount, effective: July 1, 2018
<u>7 years of service</u>	<u>\$.20</u>
9 years of service	\$.35
14 years of service	\$.40
19 years of service	\$.45
25 years of service	\$.50

For purposes of longevity, employees with a hire date of July 1 to December 31 will be considered to have completed one year of service on the next July 1. Employees with a hire date of January 1 to June 30 will be considered to have completed one year of service on the July 1 of the calendar year following their hire date.

Section 4. Payment for Regular Routes: All regular routes including, Pre-School, Activity Routes, OJT, WECEP, and Special Education AM and PM will be paid at the applicable base hourly rate.

Section 5. Payment for Extra Curricular and Field Trips: All extra curricular and field trips will be paid at the applicable base hourly rate.

Section 6. Safe Driver Award Program: The School District shall participate in the Safe Driver Award Program and Accident Evaluation Program of the Minnesota Association for Pupil Transportation. After receiving a Three-year Safe Driver Award, drivers shall receive one dollar per month for each year of their award up to a maximum of twenty-five (\$25.00) dollars per month. This award shall be payable on or about the June 15 payroll or on a driver's final paycheck in the event of separation from employment.

Section 7. Returning to Employment: Drivers and monitors terminating their employment with the School District in good standing and who are re-employed within a period of two years from the date of separation shall receive the applicable base hourly rate scale received prior to their separation.

Subd. 1. Drivers and monitors terminating their employment prior to the end of the regular school year without the consent of the School District will not be considered to have terminated in good standing.

ARTICLE V
GROUP INSURANCE

Section 1. Health and Hospitalization and Dental Insurance:

Employees must work at least 20 hours per week during at least 34 weeks per school year to be eligible for coverage. The School District's contribution amount is subject to Section 4. The School District will contribute to the premium cost of the group health and hospitalization insurance as follows:

Subd. 1. Individual, Two-Party and Dependent Coverage: Effective July 1, 2008, health and hospitalization insurance benefits will be based on language contained in the Master Agreement by and between Independent School District 197 and the West St. Paul Federation of Teachers Local #1148, Article VIII, Section 6.

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Section 2. Dental Insurance: Employees must work at least 20 hours per week during at least 34 weeks per school year to be eligible for coverage. The school district's contribution amount is subject to Section 4. The School District will contribute on a monthly basis to the premium cost of the group dental insurance as follows:

Subd. 1. Single Coverage: The School District will contribute the sum not to exceed \$40.00 per month, or the total cost, whichever is lower, toward the premium cost for individual coverage of each full-time employee employed by the School District who qualifies for and is enrolled in the School District group dental plan.

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Section 3. Life Insurance: The School District will contribute the total premium cost of providing a \$50,000 life insurance policy for each eligible employee. Employees must work at least 20 hours per week during at least 34 weeks per school year to be eligible for coverage.

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms.

Section 4. District Contribution Calculation: Employees who work at least seven hours per day will receive 100% of the district's contribution. Employees who work at least four hours per day but fewer than seven hours per day will receive a pro-rated district amount of the contribution listed in Section 1 according to the following schedule effective July 1, 2018, eligibility will be evaluated on a semi-annual basis on October 15 and February 15 of each school year.

<u>Hours per week the employee works:</u>	<u>Percentage of the contribution:</u>
At least 20 but less than 22 hours	65%
At least 22 but less than 27 hours	80%
At least 27 but less than 35 hours	92%
35 or more hours	100%

Section 5. Long-term Disability: The School District shall contribute a sum equal to .007 times the salary per year or the total premium cost, whichever is lower, toward the premium cost for long-term disability coverage for each employee employed by the School District who works at least 20 hours per week during at least 34 weeks per school year.

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the employee and paid by payroll deduction.

Section 6. Insurance Committee: The District will provide time without loss of pay for one representative from this bargaining unit, to be selected by the unit, to serve on the District Insurance Committee.

ARTICLE VI
HOURS OF SERVICE

Section 1. Regular AM and PM Routes: The total time for all regular AM and PM routes shall be computed from the time the bus leaves the garage until it is returned to the garage and shall include an additional 15 minutes for service and safety checkout time or 1-1/2 hours, whichever is greater.

A driver or monitor that loses a minimum of 2.5 hours per week on their regularly bid package shall have the right to bump a less senior driver or monitor (relative to their position) that would restore the largest amount of lost hours. The driver or monitor will notify the district of his/her decision within three working days.

Section 2. Mid-day Kindergarten Routes: The total time for mid-day Kindergarten routes which both take students home and deliver students to school shall be computed from the time the bus leaves the garage until it is returned to the garage or 1-1/2 hours, whichever is greater.

Subd. 1. The total time for mid-day Kindergarten routes which either take students home or deliver students to school shall be computed from the time the bus leaves the garage until it is returned to the garage or one hour, whichever is greater.

Section 3. OJT, Activity, Branch Out, Targeted Services, and Theater Routes: The total time for each separate, OJT, Activity, Branch Out, Targeted Services, and Theater routes shall be one hour minimum or actual time whichever is greater. The one hour minimum shall not apply when the route is part of a regular route package.

Section 4. Special Education AM and PM Routes: The total time for all Special Education AM and PM routes shall be computed from the time the bus leaves the garage until it is returned to the garage and shall include an additional 15 minutes for service and safety check out time or 1-1/2 hours, whichever is greater.

Section 5. Summer School Routes: The total time for each summer school route shall be the actual time or 1-1/2 hours, whichever is greater.

Section 6. Extra Curricular and Field Trips:

Subd. 1. Computation of Time: The total time for extra curricular and field trips shall be computed according to one of the following methods.

1.1 From the time the bus leaves the garage until it is returned to the garage when the driver is required to remain with the passenger group.

1.2 On the basis of the time required for two round trips from the garage to the destination and return to the garage when the driver is not required to remain with the passenger group.

1.3 A combination of 1.1 and 1.2 as determined by the Supervisor of Transportation.

1.4 A mutually agreed to amount of time for over-night trips.

Subd. 2. Minimum Time: A minimum time of 1-1/2 hours will be allowed for extra-curricular and field trips unless they are attached to another assignment.

Subd. 3. Delayed Return: When the return time of an extra-curricular or field trip is delayed, the driver shall receive credit for the additional time.

Subd. 4. Cancellation of Trip: Drivers shall receive credit for the minimum of 1-1/2 hours if the trip is cancelled within 24 hours on a weekday or 48 hours on a weekend.

Section 7. Special Meetings: Employees shall receive credit for two hours or the actual time, whichever is greater, for attendance at general instructional meetings and safety emphasis meetings called by the School District, which usually occur at the beginning and toward the end of the school year. In addition, the School District may schedule voluntary meetings during the school year to address other issues affecting this bargaining unit (including additional safety training). In such cases, employees will be paid for one hour or the actual time, whichever is greater, when they attend these meetings.

Section 8. Paid Holidays:

Subd.1: Employees shall receive the following paid holidays:

Labor Day	New Year's Eve Day
Thanksgiving Day and the following Friday	New Year's Day
Christmas Day (beginning December 25, 2006)	Memorial Day
President's Day	

Driver must be an employee at the time of the holiday to receive holiday pay.

Subd. 2. Attendance Incentive: Employees who achieve 100% attendance during the previous full school year shall receive an additional day of pay, payable at the beginning of the next school year, or upon termination, whichever is sooner. Use of personal leave as described in Article VII, Section 4 or jury duty service as described in Article VII, Section 3, authorized union leave or funeral leave as described in Article VIII, Section 2, or working as an election judge, will not disqualify an otherwise eligible employee from this attendance incentive pay.

Section 9. Add On: A driver shall receive compensation for an additional fifteen minutes or actual time, whichever is greater, when a route is added on to. Any add-on shall be assigned to the most senior available driver. The district shall notify the union steward of times and hours of an add-on and the person to whom it was assigned. Should a more senior driver become available for an add-on after its original assignment, the add-on will be reassigned to the senior driver should the senior driver so desire.

Any permanent add-on or any temporary add-on anticipated to last at least 30 days shall be considered a permanent addition to the driver's package for benefit eligibility purposes. If the need for the add-on time ceases to exist, that time may be deleted from the driver's pay. If the add-on is removed from the route within a 30-day period, the add-on may not be reassigned to another driver with less seniority than the driver who originally held it. This section applies only to add-ons to routes, not to package adjustments.

Section 10. Bus Changes: If a driver must change buses between runs and must service the new bus prior to taking it out, the driver shall receive compensation for an additional 15 minutes. For the purpose of this section, "service" of a new bus shall mean any cleaning or maintenance which must be done to the new bus.

ARTICLE VII

PHYSICAL EXAMINATIONS

Section 1. Physical Examinations: Each school bus driver will be required to have a physical examination as required by law.

Subd. 1. Reimbursement: Upon submission of a receipt or billing to the School District, a driver will be reimbursed for the cost of the physical, not to exceed the standard payment made to the school physician for this service.

Subd. 2. Termination Prior to End of Year: Drivers who for any reason terminate their employment with the School District prior to the end of the regular school year will return the physical examination reimbursement to the School District.

ARTICLE VIII
ABSENCES - PAID AND UNPAID

Section 1. Sick Leave: Employees assigned to regular AM, PM, Mid-day, Pre-School, WECEP, OJT, Star, Athletic, or Special Education AM or PM routes shall earn sick leave for each month of employment.

Subdivision 1. Accumulation of Sick Leave: Sick leave shall be earned at the rate of one day per month. A “day” shall be the equivalent to the number of hours an employee works in a day. Employees must work a minimum of four (4) hours per day and 34 weeks per year to be eligible to earn sick leave pay

1.1 Beginning July 1, 2018, sick leave earned by an eligible employee will be reviewed on a semi-annual basis on October 15 and February 15. Adjustments to the sick leave accrual, and credit to the employee’s account, will be effective on the first day of the month following the semi-annual review. Adjustments will not be retroactive.

Subd. 2. Deductions from Earned Sick Leave: Employees who are absent from work shall be deducted the actual number of hours the employee was scheduled to work rounded to the nearest whole hour (.50 or more shall equal one hour).

2.1 Sick leave with pay shall be allowed by the school district whenever an employee's absence is due to illness or accident which prevented the employee’s attendance and performance of duties on that day or days.

2.2 An employee may use personal sick leave benefits provided by the employer for absences due to illness or injury of the employee’s child (meaning an individual who is under 18 or who is under 20 and is still attending secondary school and includes a stepchild, biological child, adopted child, or foster child), adult child, spouse or domestic partner (meaning an individual who is a certified permanent member of the employee’s household), sibling, parent, mother-in-law, father-in-law, grandchild (meaning step-grandchild, biological grandchild, adopted and foster grandchild), grandparent, or stepparent for reasonable periods of time as the employee’s attendance may be

necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. In addition, an employee may use sick leave as "safety leave" for the purpose of receiving assistance, or for the purpose of providing assistance to the relatives described above, because of sexual assault, domestic abuse, or stalking.

Subd. 3. Maximum Accumulation: Unused sick leave may accumulate to a maximum of 1,280 hours.

Subd. 4. Medical Certificates:

4.1 The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as to the evidence of the illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, an employee will be so advised. However, the final determination as to the eligibility of an employee for such leave is reserved to the School District.

4.2 The School District may require an employee to furnish medical evidence from a qualified physician of being physically and mentally capable of performing duties and responsibilities of the employee's position responsibilities upon returning from sick leave.

4.3 If the medical leave is anticipated to last 30 or fewer work days, the route will be filled with a substitute driver. If the medical leave is anticipated to last more than 30 work days, the route will be filled in a temporary fashion through seniority bid. When the employee returns to work, the driver awarded the temporary position may sub or fill charters based on seniority until another route becomes available or until the next bid opportunity.

Section 2. Funeral Leave: Employees assigned to a regular AM, PM, Mid-day, Kindergarten, WECEP, OJT, Star, Athletic, or Special Education AM and PM route for four hours or more per day shall be eligible for funeral leave.

Subd. 1: Up to a maximum of five days funeral leave with pay shall be allowed by the School District upon the death of an employee's spouse, domestic partner, child, or parent.

Subd. 2: Up to a maximum of three days funeral leave with pay shall be allowed by the School District upon the death of first degree kindred of the employee or employee's spouse or domestic partner, as follows: child, parent, foster-parent brother or sister, mother or father-in-law, daughter or son-in-law, sister or brother-in-law, grandchild, or grandparent.

Subd. 3: Up to a maximum of one day funeral leave with pay shall be allowed by the School District upon the death of second degree kindred of the employee or employee's spouse or domestic partner, as follows: aunt, uncle, niece, or nephew.

Subd. 4: Funeral leave absence shall not be deducted from accumulated sick leave and is not cumulative. An employee may request to use sick leave for additional time other than stated above if needed. This time must receive prior approval from the Director of Operations or the Director of Human Resources before it is taken as funeral leave from sick leave.

Section 3. Jury Duty:

Subd. 1: Employees called to jury duty will be reimbursed the difference between the employee's daily assigned pay rate package and the daily jury duty payment for the duration of the jury duty assignment.

Subd. 2: Employees will report for the assigned School District duties when temporarily excused from attendance at court or other assigned location.

Subd. 3: Jury duty service will not disqualify an employee from the attendance incentive described in Article VI, Section 8, Subd. 2.

Section 4. Personal Leave: A maximum of two days of paid absence for personal reasons may be granted a transportation employee during each school year with the prior approval of the Superintendent or designee. This leave will not be deducted from sick leave, and will not disqualify a transportation employee from the attendance incentive provided in Article VI, Section 8, Subd. 2. Due to the difficulty in covering the routes of absent transportation employees, personal leave earned but not used by transportation employees by the last day of the regular school year will be paid out to the transportation employees at the rate of \$15.00/hour. This benefit will not be paid out to transportation employees who terminate employment prior to the end of the school year. Personal leave and/or payout is not included

for on-call transportation employees.

Employees submitting time off requests will usually be given a response in writing by the supervisor within 10 days of the request. If a response can not be given by that time, the employee will be notified of the reason for the delay and an approximate date by which a response will be given (but no later than 5 additional days).

Section 5. Unpaid Absences:

Subd. 1: Employees who do not qualify under Section 1 and Section 2 of this Article for sick leave or funeral leave shall be granted leave without pay for illness and funerals as defined in Section 1 and Section 2 of this Article.

Subd. 2: Employees may be granted emergency leave without pay for unavoidable emergencies subject to the approval of the Supervisor of Transportation.

Subd. 3: Employees may be granted non-emergency leave without pay subject to the request being submitted in writing at least 48 hours in advance of such leave and subject to the approval of the Supervisor of Transportation. The requested dates of the leave of absence must be specified in the application. If the requested leave is in excess of thirty (30) work days, and if the School District approves the leave of absence, upon departure and return the following rules will apply:

1. The employee's assigned route will be posted for bid;
2. The employee retains her/his seniority;
3. Upon returning, the employee will be placed into a vacant route assignment, if any, without displacing another employee;
4. At the beginning of the following school year, the employee will participate in the route bid process as usual, without loss of seniority; and
5. In the event there is no vacant route assignment upon returning from the leave of absence, the returning employee may bump the least senior employee.

Section 6. Summer Vacation Period: Employees shall be placed on unpaid leave of absence status for P.E.R.A. purposes when not employed during the summer recess.

Section 7. Qualifying Hours: Effective July 1, 2018, all hours an employee works will be considered in determining eligibility for the leaves in this article which reference eligibility and will be evaluated on a semi-annual basis on October 15 and February 15 of each school year. Leave time may only be used for time of regularly scheduled routes or runs, and not for time such as charters. Charter time lost due to illness or cancellation will not count toward an employee's total work hours if the employee is not paid for those hours and an employee may replace such time lost if such time is available. However, an employee may not displace a previously-assigned employee in order to replace the lost time.

ARTICLE IX

PROBATIONARY PERIOD AND SENIORITY

Section 1. Probationary Period: All new personnel shall serve a six-month probationary period. During said probationary period, the employee may be terminated at the sole discretion of the School District.

Section 2. Seniority: Seniority shall mean the length of continuous service with the School District as an employee in this bargaining unit in the categories described below. Four separate seniority lists shall be maintained:

1. Regular drivers (defined as drivers with a regular AM or PM package, including floating drivers. The seniority date for this list will be established on the date an employee accepts an AM or PM package).
2. Type III drivers (seniority date, for purposes of layoff, for this list will be established on the date an employee is hired as a type III driver).
3. Bus monitors (seniority date, for purposes of layoff, for this list will be established on the date an employee is hired as a bus monitor).
4. Casual drivers (defined as drivers who have no regular AM or PM package and who work as needed and as they are available. Seniority for this list will be established on the date the casual driver is hired into this position. Regular drivers on layoff status who wish to be placed on this list will be given their regular driver seniority date).

If two or more employees have the same application start/hire/application date, then the lowest number of the last four digits of the employees' social security number shall have precedence.

No employee may accrue seniority on the regular drivers' list without working as a driver on a qualifying AM or PM package. The only employees who may be on more than one list are regular drivers who have been laid off from their position and no longer have a package and who choose to be on either the standby or casual driver list. Bus monitors who also wish and are qualified to be on another list may request to do so, in which case they may have different seniority dates based on start date in each job category.

Subd. 1: Employees employed as of the same date shall be initially ranked according to the date of their application.

Subd. 2: Approved leaves of absence and absences due to sickness, death in the family, or other unavoidable emergencies shall not affect the employee's seniority.

Section 3. Loss of Seniority: An employee shall lose all seniority rights on the seniority list the employee is on for any one or more of the following reasons:

Subd. 1: Voluntary resignation.

Subd. 2: Discharge for just cause from the district.

Subd. 3: Lay-off for a continuous period of more than 16 months.

Subd. 4: Transfer to a position with the School District which is not covered by this Agreement.

Subd. 5: Voluntary resignation from one seniority list to work in a position covered on a different seniority list within the unit.

Section 4. Extra Work and Substitutions:

Subd. 1. During periods when regular school is not in session, employees shall be given first chance to fill any available bargaining unit positions for which they are qualified on the basis of seniority. During these times, a bus driver shall earn the rate of pay associated with the position the driver is filling.

Subd. 2. Employees within the different classifications in this bargaining unit shall be eligible to substitute in the employee's own or another classification in the unit on a seniority basis among available employees, provided the employee in question is qualified to perform the necessary duties. During the regular work year, a substituting employee earns his/her regular rate of pay for substitute time unless the position in

which the employee is substituting is paid at a higher rate, in which case the employee earns the higher rate of pay.

Subd. 3. Effective July 1, 2018, Extra work during annual Department of Transportation inspections shall be awarded according to seniority and the employee(s) shall receive their regular rate of pay.

ARTICLE X

JOB POSTING, SELECTION AND ASSIGNMENT

Section 1. Regular AM and PM Routes: Prior to the beginning of the school year, drivers shall be scheduled at individual intervals not to exceed 15 minutes, an opportunity to select by seniority a regular AM and/or PM package. Failure to select within the allotted time will result in loss of identified time slot and the driver will be moved to the bottom of the list to select their am and/or pm package.

Subd. 1: Pertinent information concerning routes, including the time of routes, bus size, amount of time of the routes, and daily compensation of the routes shall be available at the time of selection.

Section 2. Pre-School: Pre-School routes shall be selected by seniority and added to a driver's regular AM and/or PM route package.

Section 3. Activity Routes: Activity routes shall be selected by seniority and added to a driver's regular AM and/or PM route package.

Section 4. WECEP and OJT Routes: WECEP and OJT routes shall be posted when confirmed participation figures are available to the Supervisor of Transportation. WECEP and OJT routes shall be selected by seniority and added to a driver's regular AM and/or PM package.

Section 5. Special Education AM and PM Routes: The School District reserves the right to select drivers for Special Education AM and PM routes in accordance with the written regulations regarding the selection of Special Education drivers.

Section 6. Summer School Routes: Summer school routes shall be selected by seniority.

Subd. 1: Drivers bidding on summer school routes are expected to be available for the entire route duration per Article VIII, Section 5 of the contract.

Section 7. Extra-Curricular and Field Trips: Extra-curricular and field trips shall be assigned as follows:

Subd. 1: All charters of less than three hours shall be assigned on an equally as practicable basis from among drivers who have indicated their availability in writing. To be considered for assignment under this subdivision, drivers must sign the posted availability sheet. Drivers who decline a run under this subdivision will be credited with the hours of the run for the purpose of determining the equal distribution of extra-curricular and field trip runs of less than three hours.

Subd. 2: All overnight and weekend runs will be posted for bid and awarded to the senior driver, provided the run will not cause the driver's weekly hours to exceed 40.

Subd. 3: All charters of three hours or more, and all evening runs shall be posted for bid and awarded to the senior driver, provided the run does not require a substitute for the driver's regular route package.

Subd. 4: Runs which cannot be posted shall be assigned to the senior available driver.

Section 8: All proposed transportation of students by the District, Community Education, or any other division of the District will be referred to the Director of Transportation. The Director of Transportation will make appropriate arrangements for the transportation consistent with this Agreement.

Section 9. Contracted Routes: A route and/or run shall be offered as practicable to available regular drivers using the methods specified in Section 7, Subd. 1 through Subd. 4 of this Article before the route and/or run is contracted out.

Section 10: After the posting period for a posted route and/or run expires, the school district will accept no further applications or requests for assignment for the route or run. If no regular driver signs the posting, it will be assigned to a regular driver who is available or to a sub driver.

ARTICLE XI

TAX DEFERRED MATCHING CONTRIBUTION

Section 1. Purpose. As an alternative to severance or early retirement pay, effective July 1, 2008, 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.

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 by August 31 in the amount that the employee is eligible to receive in Section 7 for the same period. The match will be pro-rated over the payroll periods.

Section 4. Eligibility. As of July 1, 2013, eligible employees must be actively employed and have a bid package(s) that totals 4 or more hours per day and must also have been employed as a regular driver for at least one (1) complete, continuous school year. Eligible monitors must be actively employed and must be regularly scheduled to work 4 or more hours per day and must also have been employed as a regular monitor for at least one (1) complete school year. An employee with a seniority date between July 1 and December 31 will be considered to have completed one year of service for TSA match eligibility purposes the following July 1. Casual substitute drivers will be given eligibility credit for their substitute time if they become a regular driver with a regular package without break in service.

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 197 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.

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

Section 7. School District Contribution. The amount of the school district match contribution shall be up to \$750.00 for each bus driver who in total has an 8 hour per day am and/or pm package and for each bus monitor that is regularly scheduled to work 8 hours per day. Drivers with less than an 8 hour per day package and monitors who are regularly scheduled to work less than 8 hours are eligible for a pro-rata match contribution using the same formula as is described for insurance in Article V, Section 4. The lifetime maximum contribution for any employee is \$6,000. The match contribution amount for the year will not be adjusted for employees that add packages or increase hours after September 15 of each year.

Section 8. Claims Against the School District. The parties agree that any description of benefits contained in this Agreement is intended to be informational only and the management of the contributed funds is the responsibility of the company selected by the employee. It is further understood that the district's only obligation is to make contributions as specified in this Agreement and that no other claim shall be made against the district pursuant to this program.

ARTICLE XII **GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall be defined as an allegation by either of the parties to this Agreement or an employee resulting from a dispute as to the interpretation or application of this Agreement.

Section 2. Representatives: Either party may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1 Extensions: Time limits specified in this Article may be extended by mutual agreement between the Union and the School District.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days except where working days are specifically referenced.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by this Article, 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. The date of the act, event, or default shall be that date upon which the grievant knew or should have known of the events or conditions on which it is based.

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 United States mail within the time period.

Section 4. Rules: The following rules shall apply to the processing of all grievances.

Subd. 1. Time Limitation on Waiver:

1.1 A grievance shall not be valid unless the grievance is submitted in writing to the Director of Operations setting forth the facts of the grievance, the specific provisions of the Agreement allegedly violated, and the relief requested within 15 days from the date the alleged grievance occurred. Failure to file a grievance within the 15-day period shall constitute a waiver of the grievance.

1.2 Failure to appeal a grievance from one level to another within the time periods provided shall constitute a waiver of the grievance.

1.3. The time periods indicated at each step of the grievance procedure shall be considered a maximum and every effort shall be made to expedite the grievance process.

1.4. The time periods indicated at each step of the grievance procedure may be extended by mutual written consent.

1.5. Failure of the School District to respond within the time periods indicated at each step of the grievance procedure shall constitute a denial of the grievance and it may be appealed to the next step.

Subd. 2. Lost Time: Any loss of time by the grieving employee(s) or a representative to attend a Step 4 hearing shall be compensated by the School District.

Subd. 3. Confidentiality: Both parties agree that the grievance procedure proceedings will be kept as confidential as possible.

Section 5. Procedure: Grievances as defined in Section 1 shall be resolved in the following manner. The steps set forth must be followed in the order listed and within the time limits prescribed.

Step 1: The grievance shall be orally presented by an employee claiming a grievance to the Supervisor of Transportation within five working days of its occurrence or within five working days from the date the employee should have known of the alleged violation. No resolution of a grievance in Step 1 shall be in violation of the Agreement. If the grievance is unresolved in Step 1 it may be appealed to Step 2 by the Union. A grievance to be appealed to Step 2 by the Union shall be reduced to writing stating the circumstances surrounding the grievance, the specific portions of the Agreement allegedly violated, and the relief requested within seven days of the Supervisor of Transportation's Step 1 verbal response to the grievance.

Step 2: Upon the proper appeal of a Step 1 grievance the Director of Operations shall meet with the Union within seven days of receiving the appeal, in an attempt to resolve the grievance. Within seven days of the meeting with the Union, the Director of Operations shall respond in writing stating the School District's Step 2 position concerning the grievance. If the grievance remains unresolved it may be appealed by the Union to Step 3. A grievance to be appealed to Step 3 must be appealed in writing within seven days of the Director of Operations Step 2 response.

Step 3: Upon the proper appeal of a Step 2 grievance, the Superintendent of Schools shall meet with the Union within seven days of receiving the appeal in an attempt to resolve the grievance. Within seven days of the meeting with the employee and the Union, the Superintendent of Schools shall respond in writing stating the School District's Step 3 position concerning the grievance. If the grievance remains unresolved it may be appealed to arbitration. A grievance to be appealed by the Union to arbitration must be appealed in writing within seven days of the Step 3 response from the Superintendent of Schools.

Section 6. Arbitration: Upon proper appeal a Step 3 grievance shall be submitted to arbitration in accordance with the following provisions:

Subd. 1: The appeal of a grievance to arbitration must be made in writing within seven working days of the Step 3 response from the Superintendent of Schools.

Subd. 2. Prior Procedure Required: No grievance shall be appealed to arbitration which has not been first duly processed in accordance with the grievance procedure, unless it is mutually agreed upon by the School District and the Union to waive an intervening step or steps.

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 written 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 B.M.S. to submit a list of arbitrators, pursuant to P.E.L.R.A., providing such request is made within 20 days after the request for arbitration. The failure to request a list of arbitrators from the B.M.S. within the 20-day time period shall constitute a waiver of the grievance.

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

Subd. 5. Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. In cases properly before the arbitrator, the decision shall be final and binding upon the School District, the Union, and the employees, subject however, to the provisions of the P.E.L.R.A. of 1971, as amended.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to its 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, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure, subject to the terms of the P.E.L.R.A. of 1971, as amended. The arbitrator shall be without authority to add to, delete, or modify this Agreement in any way. The decision of the arbitrator shall be confined to the written grievance and shall be subject to the terms of this Agreement.

ARTICLE XIII **DISCIPLINE**

Section 1. Discipline for Just Cause: The School District shall have the right to discipline employees for just cause.

Subd. 1: Disciplinary actions by the School District shall include only the following:

1.1 Oral reprimand.

1.2 Written reprimand.

1.3 Suspension.

1.4 Discharge.

Subd. 2: Employees who are to be discharged or suspended shall be notified in writing within two working days, of such action together with a statement of the reason(s) for discharge or suspension, a copy of which shall be sent to the Union.

Section 2. Grievance Procedure: A written reprimand, suspension, or discharge of an employee may be processed through the procedures of Article XI (GRIEVANCE PROCEDURE).

ARTICLE XIV MISCELLANEOUS

Section 1: Bus assistants will be added as mandated by State requirements or as management is able to identify unsafe situations.

Section 2: The union will be provided a list of all contracted transportation of students.

Section 3: A committee consisting of the Supervisor of Transportation and union members will be established to review the safe driver award program

ARTICLE XV DURATION

Section 1. Terms 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 modified or terminated pursuant to the P.E.L.R.A. of 1971, as amended. If either party desires to modify or terminate this Agreement commencing at its expiration, it shall give written notice of such intent no later than 60 calendar days prior to the expiration of this Agreement. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Union as the exclusive representative of the employees. 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 terms and conditions of employment, 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 such circumstances is held invalid, it shall not effect 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:

Service Employees International Union
Local No. 284

Business Representative

Steward

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Dated: _____ 2019

FOR:

Independent School District 197

By: _____
Its: Chair

By: _____
Its: Clerk

Dated: _____ 2019

ATTACHMENT A

REPRINT OF ARTICLE VIII, SECTION 6 FROM THE 2015-2017 MASTER AGREEMENT WITH THE WEST ST. PAUL FEDERATION OF TEACHERS

Section 6. Health and Hospitalization Insurance: The School District will contribute to the premium cost of the group health and hospitalization insurance as follows:

Subd. 1. Individual Coverage: The School District will contribute on a monthly basis 100% of the lower premium individual option and 95% of the higher premium individual option for the 2017-2019 fiscal years, toward the premium for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms.

Subd. 2. Two-Party Coverage: For the 2017-2019 fiscal year, the School District will contribute 85% of the lower premium two-party option and 80% of the higher premium two-party option toward the premium for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for two-party coverage.

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the teacher and paid by payroll deduction.

Subd. 3. Dependent Coverage: For the 2017-2019 fiscal year, the School District will contribute 85% of the of the lower premium family option and 80% of the higher premium family option, toward the premium for dependent coverage for each full-time teacher employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage.

Enrollment in the plan will be accomplished the first day of the month following date of employment; or the effective date of open enrollment thereafter upon completion of all necessary forms. Any additional cost of the premium will be borne by the teacher and paid by payroll deduction.

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between Local 284, Service Employees International Union (SEIU) and Independent School District 197 for the purpose of establishing time off guidelines.

Generally, no more than two drivers will be granted time off in advance for voluntary reasons (personal leave, leave without pay, or week long leave without pay). This is not intended to include sick leave, funeral leave, jury duty, etc. A third driver may be granted a personal leave day if the first two drivers who have been granted voluntary time off are using a paid personal leave day and it is anticipated that at least three substitute bus drivers will be available to cover the regular routes of the three absent drivers.

The district will start taking requests for personal leave and leave without pay on or after June 1 for the next school year. Exceptions to the June 1 date will be considered for week long requests under unusual circumstances.

Process for General Week Long Voluntary Leaves without Pay

- Will start taking written requests on June 1 for the following fiscal year.
- Requests will be granted on a first come first serve basis by seniority on a weekly basis (up to 5 days) under the above parameters.
 - For example: If a request for a “5-day” leave without pay is granted, this would leave only one personal leave day that may be granted for each day for that entire period.
 - Another example: If a request for 2 days of personal leave is granted for a Friday/Monday to a driver, then up to 2 additional drivers may be granted for that same Friday and/or Monday as long as paid personal leave is used. Only one additional driver may be absent if the driver requests to take leave without pay.
- A second week (up to 5 days) may be granted to that same employee if no one else (even less senior) has asked for that second week off under the same above parameters (again, first come first serve basis).
- A third week of voluntary leave of absence will normally not be granted.

This memorandum of understanding expires on June 30, 2017 unless an extension is mutually agreed to by both parties.

FOR:

Service Employees International Union
Local No. 284

Business Agent

Steward

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Dated: _____, 2019.

FOR:

Independent School District 197

By: _____
Director of Human Resources

Dated: _____, 2019.

ADMINISTRATIVE PROCESS FOR PRORATING HEALTH INSURANCE CONTRIBUTION

The School District will prorate certain health insurance premiums, applying the following:

1. **EFFECTIVE DATES.** Effective upon full ratification of the 2002–2004 contract for the transportation unit, this process will be used by the School District.

2. **CURRENT UNIT.** The term, “current unit,” means of the P.E.L.R.A. bargaining unit in which a part-time employee who works within two bargaining units as part of the employee’s regularly-assigned duties has the greater number of hours.

3. **APPLICATION.** This process will apply only to the part-time employee(s):

3.1. Who either is in the Child Nutrition Unit, Transportation Unit or the Paraprofessional Unit as the “current unit.” All other employees are excluded from this process.

3.2. Who continuously meet the eligibility criteria for health insurance premium contribution from the School District in accordance with the terms of the collective bargaining agreement (CBA) within the employee’s “current unit.” An employee who does not continuously maintain health insurance eligibility will be removed immediately from the benefit of this process.

4. **INITIAL DETERMINATION.** Effective upon full ratification of the 2015 – 2017 contract for the transportation unit effective July 1, 2016, and once again on September 1, 2017, the School District will determine those individuals who will be covered by this process.

5. **STACKING OF HOURS.** The School District will add together the employee’s hours in the “current unit” with “other hours.” The term, “other hours,” means work hours assigned in accordance with the School District’s regular process for the assignment of duties so long as the “other hours” are less than the number of hours assigned to the employee within the “current unit.”

6. **CALCULATION.** The total number of hours as determined in paragraph 5 will be used to determine the percentage of the School District’s health insurance contribution, using the proration provision of the employee’s “current unit” CBA.

7. **SUMMER MONTHS.** An employee who remains continuously employed and eligible under this process will receive the School District’s pro rata contribution toward the health insurance premium during the months of July and August.

MEMORANDUM OF AGREEMENT

This Agreement is entered into by and between Local 284, Service Employees International Union (SEIU) and Independent School District 197 for the purpose of eliminating grievances regarding the School District’s Administrative Process for Prorating Health Insurance Contribution.

The parties agree that any decision, application, interpretation, or calculation of the School District of its Administrative Process for Prorating Health Insurance Contribution will not be subject to challenge for review through the Grievance Procedures contained in the collective bargaining agreements between the parties.

FOR:

Service Employees International Union
Local No. 284

Business Agent

Steward

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

FOR:

Independent School District 197

By: _____
Director of Human Resources

Dated: _____, 2019.

Dated: _____, 2019.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by and between Independent School District No. 197 (“District”) and SEIU, Local 284 (“Union”).

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for school bus drivers and bus monitors who are employed by the District; and

WHEREAS, the District and the Union are entering into this MOA for a one-year period in an effort to address issues that arise when transportation employees drop any part of their bid package;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this MOA and other valuable consideration, the sufficiency of which is acknowledged, the District and the Union agree as follows:

1. **Impact of Dropping Part of Package.** If an employee drops any part of a package once the package has been bid upon and awarded, the employee gives up the entire package and, at the discretion of the District, may be assigned another package. If the newly assigned package results in the employee working fewer hours than the previous package, the employee’s benefits will immediately be adjusted to reflect the lower number of hours. If the employee later picks up additional hours, the employee’s benefits will not be adjusted until after the semi-annual review and the adjustment will not be retroactive.
2. **No Precedent or Practice.** Nothing in this MOA may be deemed to establish a new precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Nothing in this MOA will preclude the District from giving notice in the future that it is terminating any former practice effective upon the ratification of the next contract.
3. **Term of MOA.** This MOA takes effect on the date it is signed by both parties, is not retroactive, and will automatically expire, without further action of the parties, on June 30, 2019. This MOA is separate from, and not part of, the CBA.
4. **Entire MOA.** This MOA constitutes the entire agreement between the Union and the District relating to the subject matter of this MOA. No party has relied upon any statements or promises that are not set forth in this MOA. This MOA controls to the extent that it conflicts with the CBA. No changes to this MOA are valid unless they are in writing and signed by the parties.

FOR:

Service Employees International Union
Local No. 284

Business Agent

Steward

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

FOR:

Independent School District 197

By: _____
Director of Human Resources

Dated: _____, 2019.

Dated: _____, 2019.

NOTE: Employees will not be deemed to have dropped their package if they bid on a package that becomes available during the year. For purposes of the MOA, a "package" means an employee's AM or PM routes only.