

Agreement between

EDUCATION MINNESOTA ST. FRANCIS
LOCAL NO 1977

BUS DRIVERS

Representing Bus Drivers

and

INDEPENDENT SCHOOL DISTRICT #15

Approved by the School Board on January 13, 2020
Effective July 1, 2019-June 30, 2022

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ARTICLE I

PURPOSE

Section 1. Parties: This Agreement is entered into between the School Board of Independent School District No. 15, St. Francis, Minnesota (hereinafter referred to as the School Board or District) and Education Minnesota St. Francis (hereinafter referred to as the Exclusive Representative or the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for school bus drivers during the duration of this Agreement. The parties hereto shall have such rights, duties and obligations as provided by the PELRA and this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the District recognizes Education Minnesota St. Francis as the Exclusive Representative for school bus drivers employed by the School Board of Independent School District No. 15, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Exclusive Right: Recognizing that the Union is required by the provisions of the State of Minnesota Labor Relations Act to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, the District hereby agrees that it will not recognize nor negotiate with any other person, association group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

ARTICLE III

DEFINITIONS

Section 1. Description of Appropriate Unit: For purposes of this Agreement, the term school bus driver shall mean all persons employed by the School Board as bus drivers excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 normal working days in any calendar year, and emergency employees.

Employee: The term “employee” shall have the same definition as in the PELRA:

“M.S. 179A.03, Subd. 14. Public employee or employee. ‘Public employee’ or ‘employee’ means any person appointed or employed by a public employer except:

(a) elected public officials;

(b) election officers;

(c) commissioned or enlisted personnel of the Minnesota National Guard;

(d) emergency employees who are employed for emergency work caused by natural disaster;

(e) part-time employees whose service does not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee’s appropriate unit;

(f) employees whose positions are basically temporary or seasonal in character and: (1) are not for more than 67 working days in any calendar year; or (2) are not for more than 100 working days in any calendar year and the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment.

(j) an individual who is employed for less than 300 hours in a fiscal year as an instructor in an adult vocational education program.”

Section 2. School Board: Any reference to School Board or District in this Agreement shall mean the District and/or its designated officials.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV

SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The parties recognize 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, unless otherwise covered by the terms of this Agreement.

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

Section 3. Effect of Laws, Rules and Regulations: All employees covered by this Agreement, and all provisions of this Agreement, are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations and orders of State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, and regulations, directives or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of 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 District.

ARTICLE V

EMPLOYEE AND UNION RIGHTS

Section 1. Right to View: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or their representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation or public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations. Employees in the appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the District.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the Exclusive Representative, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to the PELRA Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues as specified by the Union.

Section 4. Information: The parties agree that the Exclusive Representative shall have access to appropriate and available information necessary for the Union to exercise its responsibilities as Exclusive Representative.

Section 5: The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of, or by reason of, the dues deduction specified by the Exclusive Representative as provided herein.

Section 6. Notice to Union: The employer shall inform the Union office of names and addresses of new employees.

Section 7. Union Time: Pursuant to M.S. 179A.07, Subd. 6, time off without pay shall be afforded to elected officials and appointed representatives of the Exclusive Representative for the purpose of conducting the duties of the Union. Reasonable effort shall be made by both parties to schedule negotiations, hearings, mediation, and/or arbitration at times other than those conflicting with the work schedule. In the event that it is agreed to by both parties or mandated by a third party that any of the aforementioned meetings be held during the working day, the Union shall reimburse the District in the amount paid to the employees' substitutes for members of the Bus Drivers' unit.

ARTICLE VI

EMPLOYMENT PRACTICE

Section 1. Employment Confirmation: Employees subject to this Agreement will receive confirmation of employment, including applicable conditions as to assignment, classification and benefits as soon as practicable after District action to hire. The employee will be notified, in writing, two (2) weeks prior to implementation of any change in assignment initiated by the District after initial employment, except in cases of emergency.

Section 2. Physical Examination: The Federal DOT required physical examination for bus drivers after initial employment shall be at the District's expense at a clinic to be selected by the District. However, the employee may select a physician of his/her choice for the examination and the District will reimburse the employee for the cost up to seventy-five (\$75).

Any employee whose condition of physical or mental health is thought to be adverse to the welfare of the pupils or other employees may be required to undergo a health examination by a licensed physician, at the expense of the District. The procedures to be followed under this section are to be identical to those stated in M.S. 122A.40, Subd. 12.

Section 3. Work Rules: Employees will be subject to general work rules as established by the District. The transportation supervisor will meet with the Labor Management Committee (LMC) to review the employee handbook on an annual basis. The employee's immediate supervisor will be responsible to inform him/her of the existing work rules and subsequent changes.

Section 4. Credit for Prior Work Experience: Employees entering the District who have had applicable working experience in other school systems or in comparable fields of endeavor may be placed on the salary schedule at a step as agreed by the employee and the District. The hiring of an employee at the second step or above will be reviewed by management and a union representative in order to advise the district as to the appropriate step placement.

Section 5. Posting of Vacancies: Notification of all school bus driver positions will be posted in the transportation building prior to the beginning of each academic year. The order for assignment to routes will be as follows:

Subd. 1. All transportation packages will be bid based on seniority with consideration of qualifications as they apply.

Subd. 2. After the initial bidding process, the Transportation Supervisor can assign remaining packages. After posting period, all new assignments will be posted and assigned based on seniority and with consideration of qualifications for efficient operation of the transportation system.

Subd. 3. All employees will be notified of any packages that become available during the school year (after the regular bidding is completed). The vacancy may be filled by a unit employee based on seniority and qualifications within the district. Three internal transfers will be made each year; the driving assignment of the driver making the transfer will be posted. All routes provided for as a part of this clause will return to the annual bidding process.

Subd. 4. Employees will be notified of additional work when an additional route/driver will be needed.

Bidding for summer assignments will be completed prior to the last day of school. All summer work available after bidding and prior to the first day of the following school year must be posted and bid on by seniority for all drivers who sign up for summer work.

ARTICLE VII

BASIC WORK CONDITIONS

Section 1. Definitions of Employment Categories: For purposes of this Agreement, the following employment categories shall exist:

Full-Status Employee: A full-status employee shall be defined as one whose actual assigned work year is at least 170 days and at least 30 hours per week.

Part-Time Employee: A part-time employee shall be defined as one who normally works less than 170 days per year and/or less than 30 hours per week. However, if the District reduces the number of student contact days below 170 days, the change will not impact those employees that are currently eligible for benefits.

Section 2. Definitions of Drivers:

Assigned Route Driver: Driver with confirmation of employment for a package with a specific route and hours per day.

Unassigned Driver: Driver with confirmation of employment for assigned specific hours per day to sub on routes for absent Assigned Route Driver. Follow criteria of job duties of subbing and trip assignments. After fulfilling their contracted daily hours, remaining work will be assigned by seniority.

Substitute Driver: Driver with no guarantee of hours per day. Substitute Driver may be used after Unassigned Drivers are not available to sub. Substitute Driver may be used on trips if no confirmed hired drivers are available for trips.

Section 2. Work Day: The normal work day for employees shall be as determined by the District, excluding a half hour, unpaid, duty free lunch period.

Section 3. Work Year: The work year shall be those days determined by the District and shall normally include, but is not limited to, those days when students are in attendance. The work year of employees may vary from year to year.

Section 4. Overtime: All work over forty (40) hours per week shall be paid at the overtime rate of time and one-half (1.5) of the employee's applicable rate. Such forty (40) hour week shall commence at 12:01 on Sunday morning and overtime shall begin after 40 hours have been fulfilled.

All overtime work must be approved in advance by the Transportation Supervisor and must be approved for a specified period of time or job before extra duty begins. Overtime will be assigned based on seniority and availability.

A paid holiday shall be the only non-work day /with compensation considered for purposes of compiling overtime compensation. All work performed on a holiday or Sunday shall be compensated at the rate of time and one-half (1.5). For this Section a holiday is defined as Independence Day, Thanksgiving Day, the day after Thanksgiving Day, or Memorial Day.

Section 5. Emergency Closing:

Non E-Learning day year. In the event of an emergency closing due to weather conditions or other types of emergencies, the employee shall perform duties on that day or other such day in lieu thereof, if any, as the District or its designated representative shall determine.

A minimum of one (1) hour pay is guaranteed if school cancels after the employee arrives at the transportation building.

E-Learning day year. In the event of an emergency closing the employee will not report for the first two (2) closed days of that school year. Employees will not report on E-learning days nor will the employee be paid for the day, unless specifically notified by the District to report. If not specifically notified by the District to report, employees may elect to use available sick leave to avoid being unpaid. E-learning days will not be made up. No more than four (4) E Learning days will be unpaid in a given school year.

Section 6. Pay Day: Annual salary shall be paid in a minimum of twenty-four (24) installments. Employees who are placed on summer seasonal layoff may request payment of the July and August salary installments by making application to the District Payroll Office no later than May 15th. Payment shall be made no later than July 10th.

Section 7. Salary Adjustments: All salary adjustments shall be effective on July 1. An employee who begins work prior to January 1 will receive a salary adjustment on the next July 1. New employees who begin work after January 1 will not receive a salary adjustment until the beginning of the second fiscal year after the year of initial employment.

Section 8. Basic Compensation: The rates of pay are reflected in the Appendix I attached to this Agreement.

**ARTICLE VIII
GROUP INSURANCE BENEFITS**

Section 1. Eligibility: Eligible employees are defined as those continuing employees who are assigned at least 1020 hours of actual work per year (excluding noon unpaid lunch periods). Employees working fewer than 1020 hours per year are not eligible to be enrolled in any of the District insurance benefit plans.

Section 2. Coverage for New Employees and Newly Eligible Employees: New employees or employees newly eligible for fringe benefits will become eligible to participate in the District insurance benefit programs on the first day of the month following initial employment. The effective date of coverage is also subject to conditions set by insurance carriers.

Section 3. Claims Against the District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the District pursuant to this Article. It is further understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance by an insurance carrier.

Section 4. Duration of Insurance Contributions by District: An employee is eligible for District contributions as provided in this Article as long as the employee is employed by the District. Upon termination of employment, all District contributions shall cease effective on the last working day.

Section 5. Selection of Carrier: The selection of the insurance/medical carrier(s) and policy shall be made by the District, subject to the coverage requirements of this Article.

Section 6. Group Insurance/Medical Plans Available:

Subd. 1. Single Coverage: The District shall contribute \$284.00 per month in Year One, Year Two and Three toward the cost of the premium for the medical/hospitalization plan for individual coverage for employees who qualify as full-status employees and are enrolled in the plan.

Subd. 2. Family Coverage: The District shall contribute \$586.00 per month in Year One, Year Two and Year Three toward the cost of the premium for the medical/hospitalization plan for family coverage for all employees who qualify for and are enrolled in the plan.

Subd. 3. In the event the School District employs an employee and spouse, the employee and spouse may both be allowed to carry single coverage, if permitted by the terms of the insurance policy, in which case the school district will then pay the sums as provided in Section 6. Subd. 1. hereof, or the School District will contribute a sum not to exceed the single rate for each spouse, but the combination thereof shall not exceed the total cost of the premium. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

Subd. 4. Long-Term Disability Insurance: The District shall provide a long-term disability insurance program and the employees will pay the L.T.D. premium. The maximum benefit is \$1000.00 per month.

Subd. 5. Term Life Insurance: The District shall pay the premium for a \$35,000 basic life and AD&D insurance policy for full-status employees. In addition, the employee shall be entitled to an option to purchase an additional \$35,000 at his/her own expense and/or \$5,000 term life coverage on their spouse and dependents.

Subd. 6. Dental Insurance: The District shall contribute \$360.00 annually toward the cost of dental insurance whether for single or family coverage for full-status employees who qualify for and enroll in the plan. The cost of the premium not contributed by the District for family coverage shall be borne by the employee through payroll deduction.

Section 7. Workers' Compensation: The District shall provide Worker's Compensation Insurance as required by law with the following provisions:

For the employee who is absent from work as a result of a compensable injury:

1. Up to three days (including the day of the injury if employee leaves work). Employee may use their sick leave to receive pay in full. A doctor note will be required for time off and any duty related restrictions.
2. From day four forward, worker compensation benefits for wage loss may commence if compensable and as provided by Minnesota workers' compensation law from our worker compensation carrier.
3. After the employee returns to work from a work injury status, employee may have the choice to use their sick leave for doctor appointments related to the injury or may elect to receive worker compensation benefits for medical time lost.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1: Effective July 1, 2018, employees shall earn twelve (12) days of sick leave each year of employment by the School District. Effective July 1, 2020, employees shall earn ten (10) days of sick leave each year of employment by the School District. The hours of each sick leave day earned will be equal to the employee's confirmed hours of daily assignment.

Subd. 2: Unused sick leave days may accumulate to a maximum credit of 168 days.

Subd. 3: Sick leave pay shall be allowed by the District whenever the employee's illness or disability prevents his/her attendance at the work site and performance of duties on that day(s) or to attend to a dependent child who is ill.

Subd. 4: The District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised during said illness after three (3) consecutive absences.

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

Subd. 6: Sick leave pay shall be approved only upon submission of a signed request form which also bears the signature of the employee's supervisor authorizing such leave.

Subd. 7: Flexible Use of Sick Leave:

- a. An employee must have twenty-four (24) sick leave days in their sick leave balance to request flexible use of sick leave. The use of flexible leave may not bring an employee's balance below nineteen (19) days.
- b. Sick days may be used at the discretion of the employee and will be deducted from sick leave. Flexible use of sick leave days will require ten (10) work days prior notification. If the employee intends to use consecutive days the request must be made four weeks in

advance. Requests will be granted based on earliest submission of requests. In cases where requests for similar dates are submitted at the same time seniority will be used with the most senior employee request granted.

- c. The maximum flexible use of sick days in any one school year will be five (5) days.
- d. No more than two (2) of the staff may be absent under the flexible use on any given day in combination of those absent with the Floating Holiday provision.
- f. Flexible use will not be granted on the first 10 or last 20 workdays of the school year.
- g. Employees must use one (1) floating holiday before any flexible use of sick leave hours will be granted or approved.

Section 2. Bereavement Leave:

Subd. 1: An employee shall be granted up to five (5) days funeral leave, the days to be deducted from sick leave, for deaths the employee chooses to attend, or facilitate in the grieving process.

Subd. 2: The District may elect to grant additional days in consultation with the employee and employee's supervisor.

Section 3. Leave

Eligibility: Employees scheduled at least 1,020 hours per school year, after the initial probationary period, are eligible for the subsequent provisions of this section.

Intent: The District shall adhere to the Family Medical Leave Act (FMLA) and Minnesota State Parental Leave Act (SPLA) for instances of leave including (but not limited to): family/dependent illness, personal illness, child care leave, adoption, pregnancy, military leave, jury duty, and any other leave and provisions covered under FMLA and SPLA. The District will not restrict the use of accrued sick leave, vacation, and floating holidays while connected to a FMLA or SPLA certification.

Subd. 1. Family/Dependent Leave: Employees that request time off to attend to a family member or dependent may do so for up to three days (deducted from sick leave). The District may require FMLA certification for leaves over three consecutive days. Unpaid leave may be elected after sick leave is exhausted.

Subd. 2. District Discretion: The District, in its discretion, may consider granting leave beyond these provisions in which case a physician's written statement may be required.

Subd. 3. Jury Duty: Any employee involuntarily called upon to serve as a juror in a Federal or State court shall be granted a leave of absence by the District for that purpose and for those days the employee is required to be in court. The employee shall receive all pay and other benefits that would have accrued had he/she been working a normal day during the period of absence for jury duty, less all per diem allowances and any other compensation received for such duty.

Section 8. Insurance Application:

Subd. 1: An employee on unpaid leave under the provisions of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions but, unless otherwise provided in this Agreement, shall pay the entire premium for such programs as he/she wishes to retain, commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the human resources department to pay to the District the monthly premium amounts in advance and on such date as determined

by the District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment except as required by law.

Subd. 2: In addition, an employee on paid and/or unpaid leave under the provisions of Article IX, Sections 3, 4 or 5, shall be entitled to continuation of District contributions for health insurance benefits during the period of the leave, but not exceeding twelve (12) weeks accumulative absence per year.

Section 9. Accrued Benefits: An employee on unpaid leave under the provisions of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on unpaid leave.

Section 10. Floating Holidays: All full-status employees may utilize two (2) floating holidays per year not to be deducted from sick leave if approved by the immediate supervisor and a substitute is available. No more than three (3) of the staff may be absent under the Floating Holiday section on any given day in combination of those absent with the Flexible Use provision.

Requests for floating holiday must be received by the supervisor at least three (3) work days prior to the anticipated absence except in cases of emergency. Floating Holiday use will not be granted on the first 10 or last 20 workdays of the school year.

Subd. 1. Approval of Floating Holidays: Floating holidays must be used before any unpaid leave is approved.

Subd. 2. Unused Floating Holidays: At the end of each school year, any unused Floating Holiday hours will be compensated at the daily rate by default unless one of the following options are selected through the Payroll Office in writing by May 15:

- a. used as employee contribution to an approved deferred compensation plan, or
- b. may accrue up to three (3) days not including the current year's days.

Subd. 3: Use of accumulated floating holidays to be used as consecutive days off will require a 30-day prior approval by the Transportation Supervisor.

Section 11. Reinstatement from Leaves: An employee returning from leave of one (1) year or less shall be reinstated to the position from which he/she took leave, provided the position was not eliminated. If the exact position was eliminated by the District, the employee shall be reinstated to a position of like status and pay or placed on layoff (see Article XII) if none exists.

Section 12. Bus Driver's Absence Due to Assault: A bus driver's absence due to injury as a result of assault related to the position of employment by a student or non-student shall not be charged against the bus driver's sick leave days. To be considered an assault for this section there must be an assault with a law enforcement case number assigned.

ARTICLE X

INSERVICE TRAINING

Section 1. Conference Expenses: Employees will be reimbursed expenses such as mileage, registration fees, meals, etc., which are incurred when attending inservice education conferences outside the District; the attendance at which is approved by the immediate supervisor.

ARTICLE XI
TERMINATION OF EMPLOYMENT

Section 1. Voluntary/Involuntary Quit: Any employees who voluntarily terminate their employment prior to retirement or are terminated by the District for cause, will concede all benefits and privileges of their employment except as otherwise provided in this Agreement.

Section 2. Retirement:

Subd. 1. Full Retirement:

Subd. 2. Eligibility: Employees retiring under PERA and having fifteen (15) years of service in the District shall be eligible for the benefits of this section.

Subd. 3. Retirement Benefit: Eligible employees retiring pursuant to this regulation shall receive as severance pay, compensation fifty percent (50%) of their unused accumulated sick leave pay earned and unused pursuant to sick leave provisions of this document. Compensation is at the current rate of pay.

Subd. 4. Fringe Benefits: Eligible employees retiring pursuant to this regulation shall be allowed to continue participating, as required by law, in the group medical/hospitalization plan by paying the full monthly regular premium in advance to the District.

Subd. 5. Those who retire under PERA, after reaching age 55 and having more than five (5) and less than fifteen (15) years of service in the District shall receive as severance pay, compensation at fifty percent (50%) of up to three hundred (300) hours of unused accumulated sick leave earned and unused pursuant to sick leave provisions of this document. Compensation is at the current rate of pay.

ARTICLE XII

SENIORITY

Section 1. Seniority Rights: The District recognizes that the purpose of seniority is to provide a declared policy as to the order of lay-off and recall of employees. Employees with the least continuous service shall be laid off first. If any opening subsequently occurs, the laid-off employee with the most continuous service and with qualification for the position(s) shall be the first recalled. The obligation to recall an employee who has been laid-off shall expire at the end of one (1) year from the date of lay-off. If a former employee elects not to return to work when recalled, or fails to respond to the letter of recall within ten (10) days, that former employee shall have no claim to be recalled to work for the District.

Section 2. Seniority Date: Employees shall acquire seniority upon satisfactory completion of the probationary period and upon acquiring seniority, the seniority date shall relate back to the first date of regular service. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by position in the alphabet in descending order. For purposes of this section, descending order is defined as a ranking sequence from the letter Z to A.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1. Definitions: A grievance shall mean a written complaint by an employee, group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of this Agreement.

Section 2. Representative: The employee, administration, or District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretation:

Subd. 1. Extensions: 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.

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.

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.

Subd. 5. By-Passing Level I: Upon mutual agreement of the parties, a grievance may be initiated and considered at a higher level.

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

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the Transportation Supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

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

Subd. 3. Level III: In the event the grievance is not resolved in Level II the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall hear the grievance within thirty (30) days after receipt of the appeal. Within fifteen (15) days after the hearing, the School Board shall issue its decision in

writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations. The School Board shall then render its decision within the timelines as provided herein.

Section 6. Mediation Level: Upon request of the Union, The District agrees to participate in a meeting as set by the Bureau of Mediation Services to consider any grievance not resolved in Subd. 3, Level III hereof, provided the Union makes such request within ten (10) days after receipt of the District's decision in Subd. 3, Level III hereof. If the grievance is considered at this mediation level and is unresolved, the matter may be appealed to arbitration pursuant to Section 8 hereof, provided such notice is filed within ten (10) days after the mediation meeting as provided in this section. Nothing in this section shall preclude the Union from bypassing this mediation level and appealing directly to arbitration from the Subd. 3, Level III, decision by the District.

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

Section 8. Arbitration Procedures: In the event that the employee and the District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Intent: An intent to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such notice must be filed in the Office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure, or within ten (10) days following the mediation meeting as provided in Section 6 hereof if the Union elects to consider the matter at the mediation level.

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 of this Agreement.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall attempt to agree upon the selection of an arbitrator. If an agreement on an arbitrator is not reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within ten (10) days after the receipt of said request. The failure to request such an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided for in the PELRA.

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

The parties shall share equally the fees and expenses of the arbitrator and any other expense which the parties mutually agree are necessary for the conduct of the arbitration. The requesting party shall pay the full cost of transcribing or recording of the proceedings and transcript copy. If both parties request a transcript or recording, the cost shall be equally shared.

If the second party orders a transcript after the first party has paid for transcribing and recording, the second party shall also reimburse the first party for one-half (1/2) of those costs incurred, in addition to paying for the transcript copy.

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. 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. Form: A form which must be used for filing of a grievance shall be provided by the Union.

Section 10. 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 forum as outlined herein, the employee shall waive his/her 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 XIV

PROBATION, DISCIPLINE AND DISCHARGE

Section 1. Probationary Period: Any employee under the provisions of this Agreement shall serve a probationary period of 110 scheduled work days, excluding summer layoff, beginning the first month of employment, the District shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated. Union dues assessments are effective during this period.

Section 2. Discipline and Discharge:

Subd. 1: The District shall have the right to discipline employees who have completed the probationary period for just cause only.

Subd. 2: Employees who are to be discharged or suspended shall be notified in writing 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.

Subd. 3: A resource for performance management shall be made available for download or viewing at the District Human Resources webpage.

Section 3. Withholding of Increment: The District reserves the right to withhold annual increments for employees or suspend employees without pay for neglect of duty, persistent violations of laws, rules, regulations, or directives, inefficiency and other good and sufficient grounds which impair the

employee's proper functioning in his/her position. In the event that an annual increment will be withheld, the employee will be so notified in writing of the deficiency.

ARTICLE XV

MISCELLANEOUS

Section 1. Drivers' Inservice Beyond Required Professional Time:

Subd. 1: Inservice education is required to maintain the professional status of bus drivers. Therefore, all bus drivers are required to attend all meetings and workshops, such as safety meetings, first aid, competencies, etc. Two (2) week notice of meeting dates shall be given. No more than one (1) inservice education meeting shall be scheduled in a given month unless agreed to by District and Union representative.

Subd. 2: Compensation for attendance at District sponsored inservice training sessions for drivers shall be at the driver's current hourly rate.

Section 2. Driving Assignments:

Subd. 1. Regular Route: A regular route shall mean the route assigned for a particular bus/transportation vehicle from point of origin to a point of termination including all stops in-between.

Subd. 2. Regular Route Requiring Accommodations: A regular school bus route which transports students requiring special accommodations shall be included in the regular route bidding process. Drivers selecting such routes shall be required to successfully complete any District provided training to accommodate the identified special transportation needs.

Subd. 3. Special Education Route: A special education route shall be any route which transports students when the disability of a learner is such that the student cannot be safely transported on the regular school bus route and/or when the learner is transported on a special route for the purpose of attending a special education program.

Subd. 4. Route Determination: The Transportation Supervisor shall identify and describe the transportation needs of the District each year. The resulting document shall list/describe all the various transportation routes/packages, which will be required for the new school year. In addition to a brief description, the estimated time required for each route will also be provided. Compensation for each route will be calculated by using the applicable salary rate for an employee times the hours required as determined to the nearest quarter hour. Driving units which have been established prior to the bidding process shall remain intact until the entire bidding process is complete. A Union representative may be present as an observer during the bidding process.

Subd. 5. Contract and Supplemental Trips: Routes and supplemental trips will be assigned to District drivers first, and remaining routes and trips will be assigned to Contract drivers as deemed appropriate.

Section 3. Breakdowns: When a bus breakdown occurs on any route and if the driver is going to be at least one-half hour late on the next route, the Transportation Supervisor shall secure a sub driver to drive the next route. In such cases, both drivers shall be paid for the next route at their applicable wage rate.

Special Note: This section applies only to regular daily routes and to late afternoon routes driven by District drivers/buses.

Section 4. Residence Telephone: All transportation department employees are required to have a phone number at their expense. The phone number must be updated in the District employee system so they may be contacted as needed.

Section 5. Maintenance/Monitoring Differential: It is understood that the daily maintenance and monitoring of both the bus and students requires ongoing attention of the driver. This will be provided by the driver by:

- 1). performing the daily pre-trip of the assigned bus,
- 2). daily sweeping of the assigned bus,
- 3). fueling of bus,
- 4). dealing with students' unacceptable bus behavior including completing forms,
- 5). post-trip checks, and
- 6). other non-driving duties. Compensation will be per salary schedule through the addition of thirty (30) minutes per day to the driver's total daily hours of assigned regular duties. In the event a driver must pre-trip more than one bus per day, compensation will be for fifteen (15) minutes for each additional bus and will be paid from a payroll claim form.

Section 6. Supplemental Trips: All driving assignments other than regular routes as addressed in Section 2 above will be considered supplemental trips. Compensation will be for actual hours worked and at the established hourly rate. Supplemental trips will be assigned based on seniority and availability.

Section 7. Supplemental Trip Cancellations: A minimum of one (1) hour pay is guaranteed per trip if the trip cancels after the employee arrives at the transportation building.

Section 8. Driver Trainer: A bus driver selected to provide training for current or new drivers will receive compensation based upon the addition of a 10% differential added to the trainer's current salary level.

Section 9. Retroactivity: Salary shall be retroactive to July 1, 2019.

Section 10. Deferred Compensation: Employees participating in the District approved Deferred Compensation Plan shall be eligible for a matching District contribution of up to \$1200.00 per year under the following conditions.

For each hour of accumulated sick leave in excess of 360 hours, the employee may elect to receive an amount equal to his/her current hourly rate times the employee's total accumulated sick leave hours in excess of 360 hours in matching deferred compensation. All hours applied to this provision shall be deducted from the employee's accumulated sick leave.

For purposes of application in this agreement, the term District approved deferred compensation plan shall mean the District approved 403 (b) Plan.

Section 11. Longevity: An employee hired after January 1, 2020 is not eligible for this section. Those employees currently receiving Longevity will continue to receive their longevity as a lump sum payment on the first paycheck in December of the each school year. In the event an employee retires or resigns before the end of a school year; the employee will receive the lump sum payment on the last paycheck from the District.

Total years of completed service with District	Number of Days
10	10
15	11

ARTICLE XVI
SUPPLEMENTAL TRIPS

Section 1. All work units other than regular and nonregular work unit routes will be considered supplemental trips and will be scheduled and assigned by the Transportation Supervisor at his or her discretion. Trips not assigned to unassigned regular drivers shall be offered to regular drivers according to seniority on a rotation basis.

All confirmed hour drivers have the opportunity to be on the rotation list and shall declare their intentions at the beginning of the year, after a driver accepts a new route or after being newly hired to be included in the rotation and shall be obligated to take trips in order to maintain their name on the list. Trips that would interfere with previously assigned trips or routes shall not be assigned or accepted as a supplemental trip.

Prior to signing up for rotation requiring a trailer, the driver must have successfully completed trailer training provided the ISD 15 Safety Coordinator.

Section 2. Qualifications for a rotation:

1. Trips that are two (2) or more hours long on student contact days and have a requested park time of 9:00 AM or later with a return time by no later than 2:00 PM.
2. All evening trips must have requested time of 4:45 or later.
3. Trips that start on a non-student contact day and end on a student contact day or start on a student contact day and end on a non-student contact day, will be held to the time restriction above on the student contact day requirements in order to qualify for rotation.
4. Trips with different departure and returning days may be split at the supervisor’s discretion.

Section 3. Trip Assignments: Trips may be assigned to unassigned drivers to fill their confirmed hours before offered on rotation. It will be expected that the driver will perform all of their regular work first. Trips are offered to drivers in this order – the day, and then by order the trip was submitted.

Section 4. Rotation Rules:

1. Drivers cannot be offered the same trip twice.
2. Trips may not be traded between drivers.
3. Office will notify drivers of last minute information for trips.
4. All work related trips will be conducted in accordance to the bus drivers’ Work Agreement, applicable laws, and in the best interest of the district.
5. If a driver who is on the list declines to accept the trip or does not respond within 30 minutes of the acknowledged receipt of the assignment offered, the driver will be placed at the bottom of the rotation list.

6. Drivers who were unable to be contacted will maintain their place on the rotation list.
7. There will be at least three (3) school year rotation lists;
 - one will be for all non-student contact days
 - one will be for all evening trips
 - one will be for between route trips on student contact days.

There will be a summer trip rotation list for summer route drivers for supplemental trips.

8. After three (3) consecutive “turn downs,” the driver will be removed from the rotation lists. Rejecting an offer of a supplemental trip on the day of the supplemental trip shall not constitute a “turn down”.

Section 5. Overnight Trips: Drivers will be paid for a minimum of eight (8) hours per day or total duty/drive time on overnight trips inclusive of a \$40.00 stipend. Unit employees will also be reimbursed for appropriate meal and lodging expenses incurred for assignments covered by this subdivision according to Board Policy

Section 6. Drivers will not drive for more than ten (10) hours or drive and work more than 16 hours without an eight (8) hour rest. This shall include all driving assignments each day.

Section 6. Non-Unit Drivers: The Transportation Supervisor has the authority to arrange for supplemental trips using non-unit drivers to transport students including the following types of transportation:

1. Charter motor coaches;
2. Up to three (3) Type III vehicles to a single event not to exceed twenty-one (21) passengers or twenty-four (24) total including drivers;
3. Excluding Types 1 and 2 above, the District will assign the Bus Drivers’ Unit a minimum of 75% of the remaining supplemental trips. The District will provide to the Union steward a list of all trips that were assigned not more than one (1) time per month.

Subd. 5. Section 7. Meals: The cost of a driver’s meal will be reimbursed according to District Policy if the driver’s trip is longer than eight (8) hours or if the drivers total work schedule is longer than eleven (11) hours. Receipts must be provided. Overnight trips will revert back to District Policy.

Section 8. Admission Fees to Event on Supplemental Trips: Drivers for supplemental trips may attend the particular event if that does not interfere with driving responsibilities, but admission fees are paid by the driver. In addition, drivers may not participate in any event which requires physical activity, such as skiing or roller-skating, while assigned as a supplemental trip driver.

Section 9. Trailer Trips: Each driver must receive training by management before that driver is qualified to pull a trailer. The trailer will be offered to the most senior driver of the trip. If the senior driver refuses to pull the trailer, then the trailer will be offered to junior drivers, on a seniority basis that had been offered the trip. The trip will be reassigned to different drivers if assigned drivers all refuse the trailer. If the trip is based on rotation criteria and the senior driver does not want to pull the trailer that driver will receive a bypass and the trip will be offered to the next available driver on the rotation. A driver assigned to a trip requiring the pulling of a trailer will be allowed a trip stipend of \$25 per trip which includes a trailer safety check, trailer hook-up, trailer drop and trailer put away, in addition to the assigned trip compensation.

ARTICLE XVII

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2022 and thereafter pursuant to the PELRA Unless otherwise mutually agreed, the parties shall not commence negotiations more than sixty (60) 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 Exclusive Representative representing the employees under this contract. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, 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 negotiations during the term of this Agreement except by mutual consent.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provisions 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:

EDUCATION MINNESOTA


St. Francis Local 1977

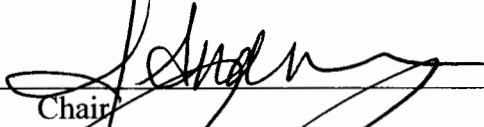
St. Paul, MN 55103

INDEPENDENT SCHOOL DISTRICT 15

4115 Ambassador Blvd.

St. Francis, MN 55070

 1/7/2020
Business Representative


Chair


Steward


Clerk

1.9.2020
Date

1/13/20
Date

APPENDIX A
SALARY SCHEDULE

<u>STEP</u>	<u>2019-2020</u>	<u>STEP</u>	<u>2020-2021</u>	<u>STEP</u>	<u>2021-2022</u>
4	17.00				
5	17.55	5	17.64		
6	18.02	6	18.11	1	18.39

Step movement for 2019-2020 and 2020-2021 and 2021-2022.

The District's intent is to have professional development dates set prior to the school year.

All drivers are expected to complete the following professional development plan:

1. One year of employment (120 days minimum)
2. Pass an annual Behind the Wheel Evaluation
3. Complete 12 hours of Professional Development to include:
 - a. CPR Training
 - b. Safety Training
 - c. Other District or Administrative Mandates

All drivers who were at the top step in 2018-2019, or eligible to receive a \$500 payment for 2018-2019, will receive a \$500 stipend upon successful completion of professional development. The stipend will be paid on the second check in June.

MEMORANDUM OF UNDERSTANDING

Labor-Management Committee

This memorandum is designed to outline an agreement between ISD 15 and the Education Minnesota Local 1977 Transportation bargaining unit. The agreement is to form a joint Labor-Management committee within thirty days of ratification of this contract to promote harmonious working relationships. The committee will operate as a standing committee, meeting not less than three times per year. Meetings may be canceled upon mutual agreement between the Transportation Supervisor and the Union.

Membership on the committee will consist of four members selected by the union and representatives of management. The Director of Transportation will be responsible for coordinating meeting times and location of the meetings.

The committee will collaborate to resolve issues and discuss policy changes. Communication of the committee's work will be one of the primary responsibilities of the committee members to coordinate.

The negotiators for Transportation and ISD 15 have designated the agenda of the committee to include the following items; the agenda of the Labor-Management committee is not limited in any other discussions.

1. Bidding Criteria
2. Work Rules
3. Safety
4. Student/driver Relationships
 - a. Student Discipline Procedures

REOPENING FOR AFFORDABLE CARE ACT CLARIFICATION

In the interest of both parties, with the uncertainty of the Federal Affordable Care Act (ACA) which may result in the assessment of penalties, fees, or fines against the School District due to this agreement, the parties agree to reopen negotiations for benefits of Health Insurance, VEBA, HCSA and any other benefit in this agreement affected by the ACA final determinations. This may result in a new agreement for those categories only affected by the ACA.

MEMORANDUM OF UNDERSTANDING

Mentoring Program

This memorandum is designed to outline an agreement entered into by ISD 15 and Education Minnesota St. Francis Bus Drivers, Local 1977.

Up to seven (7) hours of additional mentoring shall be available outside of the normal workday, but may be limited based on the qualifications of the mentee, to provide time for the mentor and mentee to complete the mentor program checklist and to answer any questions that the mentee may have. The mentor and mentee shall be paid their normal hourly rate or use other approved allocated time for the up to seven (7) hours. Any mentoring hours must be completed no later than (6) months from the mentee's first work day as a licensed school bus driver.

MEMORANDUM OF UNDERSTANDING
Paid Time Off (PTO)

This memorandum is designed to outline an agreement entered into by ISD 15 and Education Minnesota St. Francis Bus Drivers, Local 1977.

The parties agree to assign a committee comprised of three representatives appointed by the Superintendent (or designee) and three representatives appointed by the President of Education Minnesota St. Francis to research and discuss PTO. This committee will be formed no later than November 1, 2020. Any reports prepared by the committee will be provided to the negotiators of the July 1, 2022 collective bargaining agreement.

Independent School District No. 15, St. Francis, Minnesota

And

Education Minnesota, St. Francis Local 1977

This Memorandum of Understanding is entered between Independent School District No. 15, St. Francis, Minnesota, (hereinafter referred to as the School District) and Education Minnesota, St. Francis Local 1977, (hereinafter referred to as the Union).

Whereas, the parties have agreed to a collective bargaining agreement for bus drivers effective July 1, 2017 through June 30, 2019;

Whereas, the collective bargaining agreement defines the terms and conditions of employment for bus drivers and the parties agree to add a position of bus rider;

Be it therefore resolved that effective July 1, 2019, the following position and associated terms and conditions of employment shall be added to the collective bargaining agreement:

Bus Rider Wage: The lowest step on the salary schedule for first 90 days.
\$2.00 per hour less than the lowest step on the salary schedule for day 91 and thereafter until satisfactory completion of a commercial driver’s license school bus endorsement.

Bus riders are not included in the calculation of staff applied to Article IX, Section 1, Subd. 7: Flexible Use of Sick Leave, part d.

Article XVI: Supplemental Trips, the provisions for bus drivers shall apply to bus riders for the purposes of this Article.

The Article XII, Section 2 seniority date acquired for a bus rider that subsequently is selected to fill a driver position shall be the first date of regular service possessing a valid bus driver license.

A bus rider rejecting a bus driver position shall constitute a voluntary termination of their employment.

The following provisions do not apply to bus riders:

- | | |
|--|---|
| Article VI, Section 5. | Posting of Vacancies |
| Article XII | Seniority |
| Article XVI, Section 5, Part 1, 2, 3, 5, 6 | Maintenance/Monitoring Differential (when not assigned as a driver) |
| Appendix A | Salary Schedule |

All other contract provisions, other than those specifically identified, will be applicable to riders.

This memo of understanding shall expire upon execution of a successor collective bargaining agreement to the 2019-2022 collective bargaining agreement.

Nothing contained in this agreement shall constitute nor be implied to constitute a past practice.

EDUCATION MINNESOTA

INDEPENDENT SCHOOL DISTRICT No. 15



President

1/7/2020
Date



School Board Chairperson

1/20/2020
Date



School Board Clerk

1/13/20
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between Independent School District No. 15, St. Francis, Minnesota (“School District”) and Education Minnesota, St. Francis Local 1977 (“Union”), as follows:

WHEREAS, the Union, as the Exclusive Representative for bus drivers employed by the School District, is a party to the negotiated Collective Bargaining Agreement governing the terms and conditions of employment of bus drivers; and

WHEREAS, the School District has evaluated the recruitment and retention of bus drivers and confirms a difficulty in recruiting and maintaining adequate staffing as well as a high rate of turnover, for an extended period of time; and

WHEREAS, the parties are interested in recruiting and retaining bus drivers;

NOW, THEREFORE, the parties agree as follows:

1. Effective October 16, 2021, the 2021-2022 Step 1 of Appendix A, salary schedule, will be \$22.00 per hour

This MOU shall remain in effect until a successor Master Agreement is ratified for the duration starting on July 1, 2022.

This MOU shall not be construed to constitute a precedent or past practice.

Dated: 10/21/21

Independent School District No. 15

By [Signature]
Its School Clerk

Dated: 10/6/2021

Education Minnesota St. Francis
Local 1977

By [Signature]
Its PRESIDENT