

Master Agreement

For the

2013-2015

School Years

Between

Independent School District No. 721

And

Transportation Staff,
SEIU Local 284

New Prague, Minnesota

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2013-2015
AGREEMENT – TRANSPORTATION STAFF
INDEPENDENT SCHOOL DISTRICT NO. 721
NEW PRAGUE, MINNESOTA 56071

ARTICLE I

Section 1. Parties: THIS AGREEMENT, entered into between the School District of Independent School District No. 721, New Prague, Minnesota, hereinafter referred to as the School District, and the Local No. 284 of the Service Employees International Union, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended hereinafter referred to as the P.E.L.R.A. to provide the terms and conditions of employment for bus drivers, van drivers and transportation chaperones during the duration of this agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School District recognizes Service Employees International Union, Local No. 284 as the exclusive representative for employees covered by this agreement employed by the School District of Independent School District No. 721, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this agreement.

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

Section 3. Fair Share Fee: In accordance with the P.E.L.R.A., any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five (85) percent of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the school district, and to each employee to be assessed the fair share fee. Any fair share challenge shall not be subject to the grievance procedure.

ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, 'Transportation Staff' shall mean all Bus Drivers, Van Drivers, Chaperones, and other related transportation employees employed by the School District as ordered in BMS Case No. 04-PCE-510 and excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed fourteen (14) hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year and emergency employees.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV

SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative 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 employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School 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.

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

Section 4. Reservation of Managerial Rights: The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent managerial 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.

ARTICLE V

EMPLOYEE RIGHTS

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

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiations, grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, 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 P.E.L.R.A. 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 employee organization during the period provided in said authorization. Deductions may be terminated by the employee by giving thirty (30) days written notice to the School payroll office to stop deductions.

Section 4. Seniority List:

Subd. 1. The personnel office shall publish a seniority list for this bargaining unit annually by November 15. It shall thereupon post such list in an appropriate location in at the district transportation center.

Subd. 2.

- A. There will be two seniority lists developed. One will be for all drivers based on seniority from the date hired. The second list will show the date a driver gets their CDL licensure. For seniority purposes the date of hire will establish a driver's placement on the list, except, if a person gets a CDL license after being hired, the date of this licensure will determine the driver's placement on the list for any position that requires a CDL licensure.
- B. Any person whose name appears on such list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty 20 days from the date of posting to supply written documentation, proof and request for seniority change to the personnel office.

Subd. 3. The personnel office shall evaluate any such written communications regarding the order of seniority contained in the list and may make such changes the personnel office deems warranted. A final seniority list shall thereupon be prepared by the personnel office, which list as revised shall be binding on the School district and the employees.

Subd. 4. When an employee completes the probationary period, the employee's seniority date shall be established as of the most recent beginning date of continuous employment. If two or more employees share the same start date and thus have equal seniority, the tie will be broken by drawing of names. The employees will be given the opportunity to participate in the tie-breaking

procedure. An employee's established seniority date may change if the employee terminates then subsequently returns to employment, or if the employee takes a leave of absence such that would cause the employee's seniority date to change under other provisions of this agreement.

Section 5. Notice of Termination: Two (2) weeks notice of termination of work or layoff will be the minimum notice given on the part of both employee and the employer. However, this provision shall not apply in a disciplinary situation.

ARTICLE VI

JOB POSTING AND ASSIGNMENT

Section 1. Bus Drivers AM / PM Routes: The Transportation Director shall annually establish bus routes and shall assign regular Bus Drivers to the available routes. The Transportation Director retains the discretion to assign routes based upon various factors including, but not necessarily limited to, qualifications to perform the duties associated with the assigned route, communicated driver preference, length of assigned route, and vehicle(s) assigned to a route. Any additional routes, not part of a regular route, shall be paid a minimum of one (1) hour. If a route is vacated after route assignments are done, or if a new route is established, it shall be posted via online application system and emailed to the steward(s). For any position posted on a day that is a student contact day according to the district's calendar, the position shall be posted for a minimum of two (2) working days. For any position posted on a day that is not a student contact day according to the district's calendar, the position shall be posted for a minimum of five (5) working days. Any open positions in August will be posted for two (2) working days.

Section 2. Van Drivers: Van drivers/employee shall be assigned routes at the beginning of the school year with an emphasis on seniority and qualifications being assigned the routes with the most hours. Such driver must have the ability to assist students on and off the vehicle as well as give special care while in transport mode. Additions to routes shall be determined by the School District considering driver availability, route location, and seniority. Reductions to routes will be replaced by alternate assignments if practicable based upon the factors in additions to routes. Drivers assigned additional routes, not part of a regular route, shall be paid a minimum of one (1) hour. If a route is vacated after route assignments are done, or if a new route is established, it shall be posted via online application system and emailed to the steward(s). For any position posted on a day that is a student contact day according to the district's calendar, the position shall

be posted for a minimum of two (2) working days. For any position posted on a day that is not a student contact day according to the district's calendar, the position shall be posted for a minimum of five (5) working days. Any open positions in August will be posted for two (2) working days.

Section 3. Transfers: Administration retains the right, after assignments are made, to administratively transfer two (2) or more employees in order to address particular needs of routes or of the department.

Section 4. Reduction in Force: The parties recognize the principle of seniority in the application of this Agreement, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. For purposes of this section, the term 'position elimination' shall mean that either that: 1) there is no job assignment available for an employee; or 2) that the employee's scheduled time has been reduced below health insurance benefit eligibility, where the affected employee is actually participating in the district's health insurance plan at the time of the reduction. An employee whose position has been eliminated or who has been displaced from a position by another employee pursuant to this agreement may not displace any other employee who is assigned to a greater number of scheduled hours, nor any employee who is assigned to a job classification requiring a higher level of licensure. Layoffs shall not be considered a break in continuous service. When a vacancy occurs, the position will be posted and filled according to the provisions of this Agreement. When any employees are on layoff, a vacant position will be available to all current employees for application, but an employee on layoff may apply for such a position. An employee on layoff shall retain this seniority and right to recall in seniority order for a period of sixteen (16) months after the date of layoff. An employee whose position is to be reduced will be notified in writing, with a copy to the union steward. If an employee is to be recalled after layoff, the district will either a) have verbal conversation with the employee; or b) send written communication of a registered letter, receipt requested, to the employee's address on file with the district notifying the employee of the recall, with a copy to the union steward. It is the employee's responsibility, while on layoff, to ensure that the district has accurate contact information for the employee. An employee may notify the district in writing in advance of dates when the employee will not be able to receive mail at the employee's address on file, (i.e., the employee is on vacation, at a forwarding address, out of town, etc.) If the employee will be

unavailable, as stated above, and the employee provides the district with an alternate contact method, the district will use the alternate contact method to notify the employee of the recall if one arises. The notice of recall will specify by when the employee must accept the recall in order to retain continued employment. The period offered for consideration will be no less than three (3) calendar days. The three calendar days for consideration shall commence when the district provides the alternate notice. If the employee cannot be contacted for a period of time, the district will hold the position for the employee's consideration for one (1) calendar week. If the employee does not respond to the notice of recall within the specified time, or if the employee declines the recall, the employee's employment will be terminated and the employee will have no further rights to recall. If the employee accepts the recall, the employee will not be expected to return to work in less than fourteen (14) calendar days after acceptance, unless the district and the employee mutually agree to an earlier return to work date.

Section 5. Extra-curricular Driving/Activities: Extra-curricular runs shall be assigned as follows. At the beginning of each year, drivers will be given the opportunity to be placed on a rotation list of drivers who will be eligible for extra-curricular runs during the year. The list shall be established in seniority order and shall be administered on an ongoing rotation basis.

Subd. 1. If a driver turns down five consecutive opportunities to drive, their name will be removed from the driving list for that school year. The Transportation Director may waive this if, in his/her judgment, there are extenuating circumstances that result in the turndowns from driving. The driver could appeal to the Superintendent if they don't agree with the Transportation Director's decision.

Subd. 2. Once the Transportation director or his/her designee contacts a driver to drive an extra-curricular trip, the driver will have a maximum of three (3) hours to decide. If a verbal communication is not made, the Transportation Director or his/her designee will try to contact the driver during the three (3) hour period, but the timeframe for accepting or rejecting the trip will remain from the time the first attempt to contact is made. If circumstances won't allow the Transportation Director to wait the three (3) hour period, the Director may move to contact the next driver in rotation.

Subd 3. Extra- curricular runs will be assigned to regular drivers whenever possible. However, if an activity is scheduled during the time that regular drivers are unable to drive then a sub driver will be called.

Subd. 4. Routes will be assigned according to the sign up list, by seniority. However, should a driver turn down the route that s/he was offered, then the next person on the list will be offered the route. The first driver must then wait until his / her name comes up again.

Subd. 5. If a driver is assigned share time and that driver's turn comes up during the time the driver is driving share time, that driver will be skipped and the next person on the list will be offered the route. NOTE: This would be on Monday through Friday for share time. However, if the driver's name comes up on a week end, the driver will be offered the route.

Subd. 6. In emergency situations or if special circumstances arise, drivers will be assigned by the Director of Transportation or a designated representative of the transportation department on a case-by-case basis.

ARTICLE VII HOURS OF SERVICE

Section 1. Guaranteed Work Day: If any school building in this district is in session, all regular route drivers and van drivers who actually perform work on that day will be compensated according to their normal scheduled daily hours as if all buildings in the district were in session. The Transportation Director may elect to assign duties to an employee whose work time will not be the same as the compensated time on such a day. If none of the school buildings within ISD 721 are in session and any driver performs driving work on that day, that driver shall be compensated according to that driver's usual expected daily time for that day.

Section 2. School Closing: Each employee shall receive one paid day when school was not in session due to inclement weather or other unscheduled closing. Unused days shall roll over from year to year up to a maximum accumulation of three (3) paid days. Each employee may choose to utilize accrued personal leave time in order to receive pay for the closing day.

Section 3. Pre-Trip Inspection: Regular vehicle drivers shall be allotted an additional ten (10) minutes at the beginning of each day for inspection of vehicles.

Section 4. Physical Examinations: Regular Bus Drivers shall be required to have physical examinations as required by law. The School District will either, at the District's discretion, provide a physical for each driver required to have one at a designated clinic or location or will reimburse each such driver for the cost of the required physical to a maximum of \$150 per

physical. For reimbursement, the driver must submit a receipt or billing for the employee's cost of the physical to the transportation office for processing.

Section 5. Holidays:

Subd. 1. Employees will have eight (8) paid holidays per year to coincide with the school calendar as adopted by the school board:

- New Year's Day
- Good Friday
- Memorial Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

Memorial Day will be added in the 2013-14 contract year and the Friday after Thanksgiving in the 2014-15 contract year.

Subd. 2. When a holiday falls on a Saturday or Sunday, that day shall be considered a holiday for the employees of the district and the holiday will be observed on a day established by the district.

**ARTICLE VIII
RATES OF PAY**

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2013 to June 30, 2015.

Subd. 2. The School District reserves the right to withhold a salary increase in individual cases as the School District shall determine, provided the employee affected shall receive notice of such action to withhold advancement on the rate progression sequence within thirty (30) days prior to the employee's scheduled increment date.

Subd. 3. Employees who have their first day of permanent work on or before December 31 of any one year will be eligible for step movement the following July 1. Those starting work after December 31 would not advance to the next step until July 1 of the following year.

Subd. 4. Training: Training of all bus drivers and van drivers shall occur as prescribed by federal and state law and as required by the School District. An employee shall receive his / her regular hourly rate of pay to be in attendance at required training or workshops.

Subd. 5. Van Drivers: For employees who are assigned to special education van routes, if the route has been canceled or shortened for the day due to unscheduled change to transportation needs, the district will make reasonable attempts to notify the driver at least one-half (1/2) hour prior to the time the driver is due to check in for that route. If the district does notify the driver at least one-half (1/2) hour prior to the time the driver is due to check in for work, the driver will be paid for one (1) hour or the actual time of the route, whichever is shorter. If district does not notify the driver as above, the driver shall receive pay for the regular time for the route. In either circumstance, the Transportation Director may exercise discretion to assign the employee to alternate duties in order to qualify for pay for the time. If the employee chooses not to perform the alternate duties, the employee will not be compensated for that time.

Subd. 6. Layovers: When an employee has layover times between regularly-assigned routes, the employee shall be paid for the layover time at the employee's regular hourly rate of pay.

Subd. 7. Recruiting New Drivers: Any employee who recruits a new employee to drive a bus or van shall be compensated \$50.00 by the School District for each new employee recruited. Such compensation shall not be provided until such a time as the new employee completes the probation period. In order for an employee to collect the recruiting bonus, the new employee must indicate on her/his employment application that s/he was recruited by a particular current employee.

ARTICLE IX

GROUP INSURANCE

Section 1. Selection of Carriers: The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Insurance Options:

An employee who is regularly scheduled to work more than twenty (20) hours per week as a permanent employee in this bargaining unit for the School District may select one of the following benefit options in this Section:

Option 1) An employee may choose a district contribution toward health insurance as listed in subd. 1 and may choose a district contribution toward single dental insurance as listed in subd. 2 (b); Option 2) An employee may choose a district contribution toward family dental coverage as listed in subd. 2 (a); Option 3) An employee may choose the expense reimbursement option in subd. 3.

Subd. 1. Health and Hospitalization Insurance: For eligible employees selecting Option 1, the School District shall contribute up to the listed amounts toward premium payments for coverage under the New Prague Schools ISD #721 health insurance (single or family coverage). Any cost of the premium beyond that contributed by the district will be borne by the employee and paid by payroll deductions.

The annual contributions shall be as follows:

2013-2014	\$7500
2014-2015	\$8000

Two transportation employees who are married to each other may combine their insurance benefits toward the purchase of one family policy. Any additional premium for the family policy beyond the two parties' district contribution shall be paid by payroll deduction from one of the two employees.

Subd. 2. Dental Insurance: For eligible employees selecting Insurance Option 1 or Option 2, the School District shall contribute up to the listed amounts toward premium payments for coverage under the New Prague Schools ISD #721 dental insurance (single or family coverage as permitted by the insurance carrier). Any cost of the premium beyond that contributed by the district will be borne by the employee and paid by payroll deductions.

(a) The annual contributions for family coverage (in Option 2) shall be as follows:

2013-2015	\$910
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(b) The annual contributions for single coverage (in Option 1) shall be as follows:

2013-2014	\$250
2014-2015	\$275

Subd. 3. Expense Reimbursement: For eligible employees selecting this option, the School District shall reimburse the employee for up to \$1100.00 for any of the following expenses for employees and/or dependents:

- a. Eye exams and glasses

- b. Out of pocket dental care expenses
- c. Dependent child care expenses
- d. Over-the-counter medication expenses
- e. Prescription expenses for an employee covered by Medicare
- f. Supplemental insurance toward Medicare premiums

Section 3. Life Insurance: \$50,000 Life and \$50,000 Accidental Death and Dismemberment Insurance shall be provided for all employees who work more than twenty (20) hours per week. The School District shall pay the full premium.

Section 4. Retirement Insurance Participation: An employee who retires from service with the district shall be eligible to continue to participate in the group health insurance plan in accordance with Minnesota law. The employee shall pay the entire premium cost of continued participation by arrangement with the payroll office.

Section 5. Duration of Insurance Contributions: An employee is eligible for board contributions as provided in this Article as long as the employee is actively employed by the school district or on approved paid leave of absence. If an employee is on unpaid leave of absence, or upon termination of employment, all board participation and contribution shall cease, effective on the last day of the month.

Section 6. Long Term Disability Insurance.

Each eligible employee shall participate in the district's long term disability insurance policy at the employee's expense.

Section 7. Deferred Compensation Plan.

Subd. 1. All members of this unit are eligible to participate in the district's deferred compensation plan. An employee who has completed at least three (3) years of service with the school district shall be eligible to receive a matching contribution to the employee's deferred compensation plan starting in 2014-2015.

Subd. 2. The district will match the eligible employee's annual contributions based upon the employee's completed years of service. The district shall contribute annually an amount equal to the amount contributed by the employee up to the maximum contribution listed in this Section.

Years of Service	Maximum Match
0-3	\$0
4-9	\$100
10-15	\$200
16-21	\$400
22-or more	\$500

Subd. 3. The maximum career matching contribution by District #721 shall be \$15,000.

Subd. 4. A salary reduction authorization agreement must be completed by September 1 for the employee to initiate or change contributions in the 403B matching contributions plan for that school year. In the event that a contract has not been ratified by the beginning of the school year, the employee will have one month after ratification to initiate or make changes to their matching plan.

Subd. 5. Employees on unpaid leave may not participate in the deferred compensation plan while on leave.

ARTICLE X LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. A regularly-scheduled permanent employee will be credited with nine (9) days of sick leave annually.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of ninety (90) days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented his or her attendance and performance of duties on that day or days. Two (2) days of sick leave per year may be used for the illness of a spouse, parent or adult child under the age of twenty-six (26). Additional days can be granted at the discretion of the Superintendent after all paid time off has been exhausted.

Subd. 4. The personnel office may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness and stating the nature of the illness in order to qualify for sick leave pay. The final determination as to the

eligibility of an employee for sick leave is reserved to the School District. All absences in excess of three (3) working days will require a medical certificate in order to return to work. Absences of a lesser duration may require a medical certificate and, if so, the district will advise the employee of the need for the medical certificate.

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

Subd. 6. Sick leave pay shall be approved via electronic Time Off system.

Subd. 7. Beginning with the first year of employment, an employee who uses no sick leave in that contract year will receive five (5) days of pay, at the sub rate of pay. If only one (1) day of sick leave is used, employee would receive three (3) days of pay, at the sub rate of pay. If only two (2) days of sick leave is used, employee would receive one (1) day of pay, at the sub rate of pay. Payment would be issued on the June 15 payroll.

Subd. 8. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness of an employee's child. Sick leave for the care of other relatives (adult child, spouse, sibling, parent or stepparent) will adhere to Minnesota Statute 181.9413 up to a maximum of 160 hours during a school year. Additional days can be granted at the discretion of the District Administration.

Section 2. Personal Leave: Each employee shall be granted personal leave with pay of no more than two (2) days per year, non-accumulative, for personal reasons. Employees shall request personal leave via electronic Time Off at least one work day in advance. No more than one (1) employee may be granted personal leave on any given school day except for unusual or emergency circumstances as determined by the Superintendent. Personal leave, generally, will not be granted during the first week or the last week of the school year nor the day before or after a legal district holiday. Any employee who utilizes no Personal Leave time during a school year shall be compensated at the rate of \$65 at the end of the school year.

Section 3. Bereavement Leave: Employees may be granted bereavement leave of up to five (5) days per incident, non-cumulative, with pay (at the discretion of the administration) upon the death of a spouse, child, sibling, parent, parent-in-law, brother-in-law, sister-in-law, child-in-law, aunt, uncle, grandchild, grandparent and grandparent-in-law. In unusual circumstances, the superintendent may grant additional days of bereavement leave. Approval of such leave shall be made via electronic Time Off system.

Section 4. Jury Duty: Any employee required to serve on jury duty shall receive the difference between his / her regular rate of pay and jury duty pay. Any compensation the employee receives in consideration for mileage for jury duty shall not be deducted from the pay the employee receives. In order to receive full compensation for the day(s) spent on jury duty, the employee must sign over the check s/he receives for jury duty to the school district and full pay will then be provided. If an employee has been called for jury duty but is subsequently excused for the day or a longer period, the employee shall be required to communicate that fact to the Transportation Director and may be required to work on that day or days in order to qualify for full School District pay. Documentation of jury duty should be via electronic Time Off.

Section 5. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the school district will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave time according to the prorated portions of days of sick leave time which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the employee's normal compensation.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pay pursuant to this policy shall submit his / her worker's compensation check, endorsed to the school district, prior to receiving payment from the school district for the absence.

Section 6. Medical Leave:

Subd. 1. An employee who has completed the probationary period who is unable to perform regular duties because of illness or injury and who has exhausted all sick leave credit available, or who has become eligible for a long term disability compensation may, upon request from the

personnel office, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the school district.

Subd. 2. A request for leave of absence, or renewal thereof, under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his / her normal responsibilities.

Subd. 3. An employee on leave under this section shall continue to be assigned a position if such a position is available (a placement for the employee has not been excluded by position elimination or by discharge from employment). The position will be filled by a substitute employee until the employee returns, resigns, or is terminated.

Subd. 4. Leave under this Section shall not affect the employee's seniority date. However, if the leave is renewed and exceeds six (6) months, the employee's seniority date shall be adjusted forward from the six (6) month mark so that the employee's seniority date becomes chronologically later as the leave continues.

Section 7. Child Care Leave:

Subd. 1. A child care leave of up to twelve (12) months may be granted by the School District subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee including adoptions for an extended period of time.

Subd. 2. An employee making application for child care leave shall inform the personnel office in writing of intention to take the leave at least three (3) calendar months before commencement of the intended leave. At the time the employee applies for leave, he or she shall indicate the proposed beginning and ending dates of the leave. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

Subd. 3. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

Subd. 4. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.

2. Permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 5. An employee on leave under this Section shall continue to be assigned a position. The position will be filled by a substitute employee until the employee returns, resigns or is terminated from employment. However, if the employee requests to extend child care leave beyond 12 months and if that request is approved by the School District, the employee's assigned route will be permanently filled with another employee. When the employee on leave under this section then returns from child care leave, the employee shall be re-employed in a vacant position for which he or she is qualified and eligible according to seniority. If no such position exists at the time of the employee's return, the employee must wait for such a vacant position, or will be assigned a position at the beginning of the following school year if a position is available.

Subd. 6. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employee mutually agree to an extension in the leave.

Subd. 7. An employee who returns from child care leave within the provisions of this section shall retain all seniority credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional credit for seniority or pay purposes, or leave time during the period of absence for child care leave.

Subd. 8. Leave under this section shall be without pay, fringe benefits, or sick leave (except during periods of physical disability due to pregnancy and birth, as certified by the employee's physician, to the extent of available sick leave). Child care leave runs concurrently with FMLA and other leaves.

Section 8. Union Business:

Subd. 1. The School District shall provide reasonable time off to bargaining unit employees to conduct union business according to Minnesota state law. The time off shall not be compensated except that an employee may substitute accrued, unused personal leave in order to be paid for the time.

Subd. 2. The employee requesting the time off for union business shall request the time via electronic Time Off at least five (5) working days in advance.

Section 9. Other Leaves: Any other leave of absence not referenced above and not provided for by state or federal law is solely within the discretion of the School District. Any such leave granted by the School District would be without pay or benefits. Any employee who may be granted such a leave would retain experience credit for pay purposes as the employee held at the time of the leave. However, no additional experience credit, additional leave time, nor seniority would continue to accrue during the time of the leave. An employee returning from a leave under this Section may return to a vacant position for which s/he is qualified and eligible according to seniority. If no such position exists at the time of the employee's return, the employee must wait for such a vacant position, or will be assigned a position at the beginning of the following school year if a position is available.

Section 10. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the school district the monthly premium in advance by arrangement with the school district business office.

ARTICLE XI

PROBATION AND DISCHARGE

Section 1. Probationary Period: All new members of this bargaining group shall be on probation for a period of ninety (90) days on which the new employee performs work. After that, if retained, they become regular employees of the district and are entitled to the privileges thereof. During said probationary period, the employee may be terminated at the sole discretion of the School District without any recourse to the grievance procedure.

Section 2. Employee Discipline: Employees who have not yet completed the probationary period may be subject to discipline in the discretion of the school district without recourse to the grievance procedure. The school district shall have the right to discipline employees who have completed the required probationary period for just cause.

Section 3. Forms of Discipline: Disciplinary actions by the School District may include but are not limited to the following:

Oral reprimand

Written reprimand

Suspension without pay

Discharge

The form of discipline imposed may vary, in the discretion of the school district, from a verbal reprimand to termination of employment. The district's determination shall consider factors such as the nature and severity of the violation, whether the violation was intentional, knowing or willful, and whether the employee has been subject to prior disciplinary action of the same or different nature.

Section 4. Suspension With Pay: A suspension with pay does not constitute a disciplinary action unless the employee receives written notice specifically stating that the paid suspension is actually disciplinary.

Section 5. Written Notice: Employees who are being suspended or discharged shall be notified in writing together with the reasons for the suspension or discharge.

Section 6. Grievance Process: A disciplinary action, excluding oral reprimands, imposed upon an employee who has completed the required probationary period may be processed through the grievance procedure, including arbitration.

ARTICLE XII

GRIEVANCE PROCEDURES

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this agreement.

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

Section 3. Definitions and Interpretations:

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

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

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a dated postmark of the United States mail within the time period.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within five (5) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

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

Subd. 1. Level I: An effort shall first be made to adjust an alleged grievance informally between the employee and the Transportation Director. If the grievance is not resolved through informal discussions, the employee(s) may file a written grievance according to Section 4. The Transportation Director shall give a written decision on the grievance to the parties involved within ten 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 or designee, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent or designee, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: If 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 five days after

receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within ten days after the meeting, 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 board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School District Review: The School District reserves the right to review any decision issued under Level I or Level II of this procedure provided the School District or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School District reviews a grievance under this section, the School District reserves the right to reverse or modify such decision.

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

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

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within five days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, within ten days after receipt of a list of potential arbitrators from the BMS, the parties shall either select an arbitrator from a list of arbitrators provided by the BMS or set a time at which to make the selection. The parties may, alternatively, agree upon the selection of an arbitrator. If the parties use the BMS list to select an arbitrator, the parties alternately strike names of arbitrators until one name remains, and that arbitrator will hear the grievance. If the parties do not agree which party will strike a name first, the determination will be made by coin toss or other random method.

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School District, the submission of the grievance which shall include the following:
1. The issues involved.
 2. Statement of facts.
 3. Position of the Grievant.
 4. The written documents relating to Section 5, Article XII of the grievance procedure.
 5. The particular relief sought by the Grievant and/or the Union.

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

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

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

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

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The

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

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the party shall waive the 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 the Agreement or to enforce the award of an arbitrator.

ARTICLE XIII

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2013 through June 30, 2015, and thereafter pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative representing 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 any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, The Parties have executed this Agreement as follows:

FOR: SEIU LOCAL 284
450 Southview Blvd.
South Saint Paul, MN. 55075

FOR: Ind. School District 721
410 Central Ave. N
New Prague, MN. 56071

Committee Member

Board Chair

Committee Member

Clerk

Committee Member

Chief Board Negotiator

Committee Member

Chief Employee Negotiator

Dated this ____ day of _____, 2014

Dated this ____ day of _____, 2014

SCHEDULE A

Salaries of Regular Bus/Van Drivers

2013-2014 Pay Rates:

	Regular Bus Drivers	Van Drivers who hold CDL / bus licensure	Van Drivers employed before ratification of the 2005-07 agreement	Van Drivers employed after ratification of the 2005-07 agreement
Step 1	14.56	14.49	14.46	13.71
Step 2	15.11	15.04	15.01	14.01
Step 3	16.01	15.94	15.91	14.31
Step 4	16.36	16.29	16.26	14.61
Step 5	16.61	16.54	16.51	14.86
Step 6	16.86	16.79	16.76	15.11

2014-2015 Pay Rates:

	Regular Bus Drivers	Van Drivers who hold CDL / bus licensure	Van Drivers employed before ratification of the 2005-07 agreement	Van Drivers employed after ratification of the 2005-07 agreement
Step 1	14.96	14.89	14.86	14.11
Step 2	15.51	15.44	15.41	14.41
Step 3	16.41	16.34	16.31	14.71
Step 4	16.76	16.69	16.66	15.01
Step 5	17.01	16.94	16.91	15.26
Step 6	17.26	17.19	17.16	15.51

All employees shall receive step advancements each year.

<u>Other Compensation:</u>	<u>2013-2014</u>	<u>2014-2015</u>
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Extra-Curricular Driving	\$12.20	\$12.40
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Bus Chaperone/Maintenance Assistant/

Bus Washing/Transporting bus to & from

garage for repairs	\$13.20	\$13.25
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Required drug testing is paid time and will be paid at the employee's regular rate of pay.

Sub drivers (drivers who do not have a permanent, regularly assigned route or assignment) who work sufficient hours to be covered under this Agreement shall receive the regular route pay as per the Master Working Agreement (provided such rate is not less than the rate they would receive as a substitute driver). Sub drivers who work sufficient hours to be covered under this Agreement shall not be eligible for any other benefits as provided by this Agreement.