

# **BUS DRIVERS AGREEMENT**

**2019 – 2021**

**Between**

**St. Cloud Area School District 742**

**St. Cloud, Minnesota**

**and**

**St. Cloud Bus Drivers Association**

**BUS DRIVER AGREEMENT  
2019-2021  
St. Cloud Area School District 742  
St. Cloud, Minnesota**

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**ARTICLE I  
PURPOSE**

THIS AGREEMENT, entered into between the School Board of St. Cloud Area School District 742, St. Cloud, Minnesota hereinafter referred to as the School District, and the St, Cloud Bus Drivers Association, hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for the Bus Driver personnel during the duration of this Agreement.

**ARTICLE II  
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition.** In accordance with the P.E.L.R.A., the School District recognizes the St, Cloud Bus Drivers Association, as the Exclusive Representative for all Bus Driver employees employed by the School District, 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 the Agreement and the P.E.L.R.A. and in certification by the Commissioner of Mediation Services, if any.

**ARTICLE III  
DEFINITIONS**

**Section 1. Terms and Conditions of Employment.** Shall mean the hours of employment, the compensation therefore including fringe benefits, except retirement contributions or benefits other than School District employer payment of, or contributions to, premiums for group insurance coverage for retired employees or severance pay, and the School District's personnel policies affecting the working conditions of the employee. "Terms and conditions of employment" is subject to the provisions of PELRA.

**Section 2. Description of Appropriate Unit.** For purposes of this Agreement, the term "Bus Driver employees" shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of eleven and four tenths (11.4) hours per week, or thirty-five percent (35%) of the normal work week in the employees appropriate unit, 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. Start Date.** The start date for a new employee shall be the first date of continuous employment in the bus drivers' unit.

**Section 4. 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 the selection, 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 State and Federal law. Any provisions of this Agreement found to be in violation of any such laws, rules, regulation 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 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 his/her Representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so

long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

**Section 2. Right to Join.** Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an 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 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 P.E.L.R.A. Upon receipt of a properly executed authorization 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 District Business Office to stop deductions. Deductions shall be made each month and transmitted to the designated organizations, together with a list of names of the employees from whom the deductions were made.

## **ARTICLE VI HOURS OF SERVICE AND DUTY YEAR**

**Section 1. Basic Work Week.** The regular work week shall be five consecutive days, Monday through Friday.

**Section 2. Basic Work Year.** The regular work year for each employee shall be prescribed by the School District. Employees in this unit shall be designated as twelve month or school year employees. School year employees are those scheduled to work at least the number of student contact days each school year but less than twelve months.

**Section 3. Part-Time Employees.** The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or temporary basis.

**Section 4. Shifts and Starting Time.** All employees will be assigned starting times and shifts as determined by the School District.

**Section 5. School Closing.** In the event that school is closed for any reason and the School District does not require employees to perform services, employees shall be compensated as follows:

**Subd. 1.** Twelve Month Employees: In the event school is closed for a full day, the School Board will have the authority to determine if, how, and when such time will be made up. If make-up time is required by the School Board, employees of this unit who did not work on the closed day shall have their pay reduced accordingly. If make-up time is not required by the School Board, there shall be no reduction in pay for the day that school was closed.

**Subd. 2.** School Year Employees: In the event school is closed for a full day, the School Board will have the authority to determine if, how, and when such time will be made up. If make-up time is required by the School Board but is not completed by the employee, the employee's compensation shall be reduced by the number of hours the employee was paid for the closed day. If the School Board does not require make-up time, there shall be no reduction in pay for the day that school was closed.

**Subd. 3.** If any employee reports to work prior to a full day closing announcement, the employee shall be paid for time worked or two hours of compensation, whichever is greater.

**Subd. 4.** In the event of a late start, employees are expected to report at the regular time or when conditions permit. Employees may report up to two hours later than their regular report time as needed to accommodate safety or childcare concerns without any pay deduction. Employees who report after the two hour late start time will receive the appropriate accumulative leave or pay deduction for time missed.

**Subd. 5.** If school is closed early and employees are sent home, employees will receive pay for their regularly scheduled shift on that day.

**Subd. 6.** An employee scheduled for a pre-approved discretionary day on a day of school closing, shall not be charged with the use of a discretionary day.

**Subd. 7.** In the event that the School District is closed for a full or partial day, employees may use accumulative or other paid leave time to make up for any hours lost. If an employee does not have paid leave time available, the employee will receive a pay deduction for the hours lost.

**Section 6. Emergency Schedule.** In the event of an energy shortage, severe weather, pandemic or other emergency, the School District reserves the right to modify the length of the school day, employee schedules and/or building assignments as the School District shall determine, but with the understanding that the total number of hours per week shall not be increased or decreased for employees available and reporting for work.

**ARTICLE VII  
COMPENSATION**

**Section 1. Rates of Pay.** Employees will be compensated for the 2019-2021 contract period as follows.

**Subd. 1. New Employees.** New employees to this unit shall be hired at the starting Pay Level set forth for “New Employees” in Appendix A.

**Subd 2. Current Employees.** Employees shall receive a 2.50% increase in their hourly rate for 2019-2020, and a 3.00% increase in their hourly rate for 2020-2021.

**Subd. 3. Change in Classification.** Employees who change positions, upon approval of the School District, resulting in a change in classification, shall have the difference between the starting pay rate of the existing classification and the starting pay rate of the new classification (as found in New Employee Pay Levels in Appendix A) added to or subtracted from their hourly pay rate.

**Section 2. Successor Agreement.** In the event a successor agreement is not entered into prior to July 1, 2021, an employee shall remain at the same pay level as compensated during the 2020-2021 contract year until a successor Agreement is reached.

**Section 3. Time Records.** Employees are responsible to submit accurate time records to the appropriate unit administrator for all hours worked during a pay period according to the required schedule in order to receive pay on scheduled pay dates. Falsification of time records may be cause for discipline up to and including termination.

**Section 4. Longevity Pay.** Longevity pay shall be per hour and added to the top step of the appropriate schedule as follows:

<u>Additional Amount Per Hour</u>	<u>2019-2020</u>	<u>2020-2021</u>
After 5 years of continuous service	\$ .80	\$ .85
After 10 years of continuous service	\$ 1.05	\$ 1.10
After 15 years of continuous service	\$ 1.40	\$ 1.45

Longevity pay shall be effective on July 1 or January 1 of each year following completion of the prescribed years of continuous service.

**Section 5. Overtime.**

**Subd. 1.** Employees shall be compensated at the overtime rate of time and one half for all hours worked over 40 hours during the calendar week. For purposes of this paragraph, paid holiday hours will be included in the calculation of hours worked for the week.

**Subd. 2.** The School District reserves the right to assign overtime in the event no qualified volunteer is available.

**Section 6. Call-Back Pay.** An employee who is called back to work on an unscheduled basis shall be paid for time worked or for two (2) hours of compensation, whichever is greater.

**Section 7. Wait Time.** When the wait time between assigned routes and/or shuttles is less than thirty (30) minutes, employees will be considered to be in continuous service.

**Section 8. Trip Pay.** Effective December 1, 2019, in addition to an employee's regularly assigned routes, drivers may be assigned extra trip routes to be compensated at the rate of \$14.00 per hour for 2019-2020 and \$15.00 per hour for 2020-2021. Employees assigned extra trip routes outside of their regular route schedules in the evening, weekends or non-school days and not continuous to their regular scheduled route time, will be paid for the actual hours worked but not less than two (2) hours at the Trip Pay rate. The assignment of extra trip routes under this section shall be within the sole discretion of the School District. Trip Pay hours shall not be eligible for longevity pay.

**Section 9. Additional Hours.**

In assigning additional hours to drivers, consideration will be given to the following factors:

**Subd. 1.** Additional hours will be assigned to allow drivers with at least two routes per day and who desire to qualify for benefits to reach the required thirty (30) hours of work per week.

**Subd. 2.** Additional hours will be assigned based on seniority, employee preferences, efficiency and other relevant factors, working toward average assignments of 35-40 hours per week for those employees interested in and regularly available for full-time work.

**Section 10. Job Related Injury.** Employees who are injured while on the job and who are authorized by the unit administrator to seek medical attention or respite shall receive full pay for the day of the injury.

**Section 11. In-service Days.** Employees who are required to attend workshops outside of their regular scheduled day shall be paid their regular rate of pay for actual hours in attendance at such workshops, exclusive of breakfast, lunch, dinner and travel time.

## **ARTICLE VIII GROUP INSURANCE**

**Section 1. Selection of Carrier.** The selection of the insurance carrier and policy shall be made by the School District after reviewing the recommendations of the Labor Management Committee composed of bargaining group and other employee representatives.

### **Section 2. Eligibility.**

**Subd. 1. Eligibility.** To be eligible for benefits under this Article, an employee must be regularly employed at least 30 hours per week.

**Subd. 2. Determination of Eligibility.** An employee's eligibility for participation in insurance benefits under this Article will be based on their assigned schedule during the first month of the school year, or at the time of hire if hired later in the school year. A reduction in hours resulting from a change in an employee's assignment by the School District based on shortage of work or funding, shall not affect the employee's eligibility for insurance contributions from the School District for the remainder of the School Year.

**Subd. 3. Ineligible Employees.** An employee who is regularly employed less than 30 hours per week shall not be eligible for the benefits of this Article. Upon termination of employment, an employee is no longer eligible for participation in School District insurance plans effective the last day of the month following the date of termination.

### **Section 3. Medical Insurance Plan.**

**Subd. 1.** The District will provide group health insurance pursuant to the provisions established below. It is understood that the District's only obligation is to pay such amounts as provided by the plan documents and agreed to herein and no claim will be made against the District as a result of a denial of insurance benefits pursuant to the provisions of the plan.

**Subd. 2.** Pursuant to the plan documents, the District will provide a high deductible health insurance plan for single and family plans. Plan coverage summaries will be provided to all participating employees.

**Subd. 3.** HRA Contribution: The district will provide a Health Reimbursement Account for all eligible and participating employees that will be available to fund expenses relating to deductibles or co-pays under the plan. The plan year shall run from October 1 through September 30 of each year and HRA contributions will be funded on October 1 at the levels set forth below:

- 1) The District shall contribute \$1,000 per employee carrying single coverage, and \$2,000 per participating employee carrying dependent coverage.
- 2) New employees starting service after the beginning of the plan year in October will receive an HRA contribution prorated by month based on the month of their first date of service. Substitute or temporary employees will not be eligible for an HRA contribution.
- 3) Employees eligible for Employee Married to Employee (EME) coverage pursuant to Subd. 6., below, will receive an HRA contribution of \$1,500 for each employee if in single coverage plans or \$3,000 to the employee carrying a dependent coverage plan.
- 4) Employees will be allowed to roll over unused HRA dollars year-to-year up to a cap of two times the deductible for the selected single or dependent plan. At no time will an employee have access to HRA dollars in excess of the cap.
- 5) An employee eligible for retirement benefits at the time of separation from the District shall have one year to spend down any balance in the employee's HRA account pursuant to the provisions of the plan.

**Subd. 4. Single Coverage.**

- a. **Twelve Month Employees.** Effective October 1, 2019, the School District shall contribute a sum of not to exceed \$503.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. Effective October 1, 2020, the School District shall contribute a sum of not to exceed \$519.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by salary reduction. The district reserves the right to make additional premium contributions for any individual employee to meet the health care affordability requirements of state or federal law.
- b. **School Year Employees.** Effective October 1, 2019, the School District shall contribute a sum of not to exceed \$478.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. Effective October 1, 2020, the School District shall contribute a sum of not to exceed \$494.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is

enrolled in a School District single group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by salary reduction. The district reserves the right to make additional premium contributions for any individual employee to meet the health care affordability requirements of state or federal law.

**Subd. 5. Family Coverage.**

- a. **Twelve Month Employees:** Effective October 1, 2019, the School District shall contribute a sum of not to exceed \$1,009.00 per month toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in a School District family health and hospitalization plan.
  
- b. **School Year Employees:** Effective October 1, 2019, the School District shall contribute a sum of not to exceed \$856.00 per month for employees working at least thirty (30) hours per week, toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in a School District family health and hospitalization plan. Effective October 1, 2020, the School District shall contribute a sum of not to exceed \$892.00 per month toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in a School District family health and hospitalization plan.

**Subd. 6. Employee Married to Employee.** For any member of this bargaining group qualifying for health and hospitalization coverage under this Article, whose spouse is also a School District employee qualifying for health and hospitalization coverage, the School District shall contribute a sum not to exceed the premium for two fully paid single insurance plans, or one fully paid dependent insurance plan for employees with eligible dependents, for the full contract year.

**Section 4. Dental Insurance.** The School District shall contribute a sum of not to exceed \$23.85 per month toward the premium for single coverage, and \$66.70 per month toward the premium for dependent coverage, for each eligible employee who qualifies for and is enrolled in a single or family School District group dental plan.

**Section 5. Long Term Disability.** The School District shall provide a group long term disability insurance program and will pay the cost of the premium for each employee eligible for benefits under this Article. The School District will pay up to \$500.00 per month toward the health and hospitalization insurance premium for an employee enrolled in a district health insurance plan and qualifying for long term disability benefits for a period not to exceed 17 months. An employee is not eligible for paid sick leave while receiving long term disability insurance benefits.

**Section 6. Life Insurance.** The School District shall provide \$50,000.00 in life insurance coverage for each employee eligible for benefits under this article and pursuant to the terms of the School District insurance policy. Employees may purchase

additional insurance in units of \$10,000 up to a maximum of \$100,000. Premium payments shall be the responsibility of the employee and made by salary reduction.

## **Section 7. Insurance Work Year.**

**Subd. 1. Twelve Month Employees.** Insurance contributions for twelve (12) month employees eligible for benefits under this article shall be paid monthly for twelve months of the year.

**Subd. 2. School Year Employees.** Employees working as School Year Employees as defined in Article VI shall receive insurance contributions for medical insurance, life insurance, long-term disability insurance, and dental insurance from September 1st through August 31st of each year. Employee premium payments and School District premium contributions will be pro-rated over 17 pay periods during the employee's regular work year on a schedule to be determined by the School District.

**Subd. 3. Starting Date of Insurance.** An employee whose first day of continuous employment with the District begins on or before the 15th day of the month will be eligible for insurance on the first day of continuous employment. The Employee will be responsible for the full employee portion of the premium for that month and the District will be responsible for the full employer contribution for that month.

An employee whose first day of continuous employment with the District begins after the 15th day of the month will be eligible for insurance and District contributions to premiums on the first day of the following month. An employee wishing to be immediately eligible for insurance coverage on their first day of continuous employment with the District may elect to begin coverage as of their first day of continuous employment and shall be responsible for 50% of the total monthly insurance premium without contribution from the District.

**Subd. 4. Summer Insurance Contributions for School Year Employees.** A regular employee who is in active service for at least sixty (60) continuous working days of the school year and is in paid status or on an approved medical leave for an FMLA qualifying event as of the last contract day of the school year, will be eligible for continuing insurance coverage during June, July and August following the school year, with the District and employee making the full scheduled premium contribution for those months.

An employee who terminates employment before the end of the school year (i.e. their last scheduled workday) shall not be eligible for District contributions to insurance premiums during June, July or August, and will be responsible for the full insurance premium if they elect to continue coverage in any insurance plans.

**Subd. 5. Insurance Contributions During Unpaid Leave.** Employees who are absent from work and in unpaid status in any month of the school year (September

through May) will be responsible for both the District and the Employee contribution toward the monthly insurance premium for any month that they are not in active status for at least ten (10) paid days. Employees that are absent for a qualifying medical event under the Family Medical Leave Act (FMLA), and who are considered an eligible employee under the FMLA, shall receive the District contribution to their health insurance plan during an approved medical leave as required by the FMLA.

**Subd. 6. Collection of Employee Share of Premium Contributions.** The employee share of any premium costs will be paid through payroll deduction. Eligible employees who are required to pay any portion of their premium for group insurance benefits other than through payroll deductions, will submit a check payable to the District, pursuant to District procedures and timelines. If payment is not received as required, coverage will terminate at the end of the month. An employee starting after the 15<sup>th</sup> of the month that elects immediate coverage shall have the option to have the 50% of the total monthly premium prorated over the remaining pay periods that year and paid by payroll deduction or may pay by check.

**Subd. 7. Duration of Insurance Contribution.** An employee is eligible for School District contributions as provided in this Article as long as an employee is employed by the School District. Employees whose employment terminates during the school year will be eligible for insurance and district contributions to insurance through the end of the month in which they terminate provided they pay the employee portion of the insurance premium for that month. Otherwise, the employee's insurance will terminate as of the last day of employment.

**Section 8. Retention of Benefits.** If after November 30<sup>th</sup> of any year an employee's position is reduced in hours by the School District below the number of hours required to be eligible for benefits under this Article, the employee shall continue to receive benefits based on their assignment prior to the reduction of hours for the remainder of the school year.

**Section 9. Claims Against the School District.** The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

**Section 10. Medical Insurance for Retirees.** Employees in this unit who are covered by a School District health and hospitalization plan at the time of retirement may continue in the plan at their own expense up to the age of 65, or longer as provided by Minnesota Law. Premium payments must be received in the Human Resources Office of the School District by the 1st day of the month of coverage.

## ARTICLE IX HOLIDAYS

### Section 1. Paid Holidays.

**Subd. 1. Eligibility.** Benefits defined in this Article shall apply to all full-time and part-time employees regularly employed at least fourteen (14) hours per week hours and at least nine months per contract year. Substitute or temporary employees shall not be eligible for any benefits under this Article.

**Subd. 2. Paid Holidays.** Employees who work nine months of the school year or more shall be granted the following paid holidays that occur during their duty year:

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
December 25  
Martin Luther King Day  
Presidents Day  
Spring Break Monday  
Memorial Day  
Independence Day (for twelve month employees and school year employees working extended day/summer school assignments)

In addition to these holidays, twelve-month employees shall be granted the following additional holidays:

Friday of MEA  
December 24  
New Year's Eve  
New Year's Day  
Spring Break Friday

**Subd. 3. Weekends.** Any holiday that falls during a weekend shall be observed on a day established by the School District.

**Subd. 4. School in Session.** The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

**Subd. 5. Holidays during Leave.** A holiday that falls within a period of approved leave shall not be counted as a discretionary or accumulative leave day.

**Subd. 6. Application.** In order to be eligible for holiday pay, an employee must have worked the regular work day before and the day after the holiday unless on an excused illness or an approved paid leave.

**Section 2. Vacations.**

**Subd. 1. Eligibility.** This section shall apply to full-time, twelve-month employees. Part-time twelve month employees working at least 30 hours per week shall earn pro-rata vacation pay. Part-time employees working less than 30 hours per week shall not be eligible for benefits under this section. Vacation benefits shall not apply to substitute or temporary employees.

**Subd. 2. Earning of Vacation.** Vacation time shall be earned by full time employees as follows:

First five years of service	10 days per year (6.66 hours per month)
6 through 15 years of service	15 days per year (10 hours per month)
16 year of service and thereafter	21 days per year (14 hours per month)

**Subd. 3. Accrual.** Vacation time begins to accrue as of the first date of employment and is posted in hours each pay period. Earned vacation time is not available for use until posted. Employees may accrue and carry over up to 120 hours of vacation time from year to year. Unused vacation time over 120 hours is lost.

**Subd. 4. Scheduling.** Vacations may be taken at any time during the contract year, subject to the needs of the School District, provided they are scheduled in advance and approved by the Transportation Supervisor. Employees are encouraged to schedule vacation time when school is not in session. Employees eligible for 120 hours of vacation may be required to take vacation in two or more non-consecutive periods. In order to support critical district services, the School District reserves the right to enforce limits on the number of employees from this unit using vacation leave per day. Vacation requests will generally be considered in the order they are received and with consideration for department staffing needs.

**Subd. 5. Termination of Employment.** An employee who has completed at least one (1) full year of service and who voluntarily terminates employment with at least two weeks written notice, or whose employment is terminated due to death

or disability, shall receive payment for unused vacation time. An employee who is terminated for cause shall not be eligible for vacation payout.

## **ARTICLE X LEAVES OF ABSENCE**

**Section 1. Approval.** Approval for the use of leave for absences under this Article shall be consistent with the provisions of the leave policies and procedures of the School District. Except in the case of an emergency, it is the responsibility of the employee to notify her/his supervisor of a requested absence at least three days in advance by submitting a written request on the authorized form of the School District. In the case of an emergency, an employee shall contact her/his supervisor as soon as possible to report the reason for her/his absence. An employee who is absent for three continuous days without notice and approval, shall be considered to have voluntarily terminated her/his employment with the School District.

### **Section 2. Accumulative Leave.**

**Subd. 1. Eligibility.** Benefits defined in this Article shall apply to all full-time and part-time employees regularly employed at least fourteen (14) hours per week and at least nine months per contract year. Substitute or temporary employees shall not be eligible for any benefits under this Article.

**Subd. 2. Accrual.** Eligible employees shall earn annual accumulative leave at the rate of one (1) day per month of service. School Year employees shall earn annual accumulative leave of ten (10) days per year at the rate of one (1) day per month of service for the months of September through June. Accrual of accumulative leave shall be carried over from year to year up to 60 days, and shall be available for leaves under this Article.

**Subd. 3. Calculation.** A “day” shall be calculated and accrued in hours based on the employee’s regular daily assignment. For employees with variable daily schedules, their monthly hours of accrual shall be based on the average number of hours worked per day based on a five-day work week. Additional hours of work that are not part of an employee’s regular assignment, or hours worked for summer school or outside of the regular school year, shall not affect the accrual of accumulative leave.

**Subd. 4. Deduction.** Approved absences under this Article shall be deducted from accrued accumulative leave when available or by pay deduction when accumulative leave is not available. The School District shall make deductions from accumulative leave equivalent to the actual time absent to the nearest fifteen (15) minute increment. Routes will not be split to accommodate a request for paid time off.

**Subd. 5. Restricted Unpaid Time-Off.** Employees who have exhausted their accumulative leave days will not be authorized for leave without pay except in unusual or emergency circumstances, and then only with approval from their supervisor and Executive Director of Human Resources or designee.

### **Section 3. Discretionary Leave.**

**Subd. 1. Discretionary Leave.** Employees in this unit who work less than 12 months shall earn six (6) days of discretionary leave per contract year. Discretionary leave is available for short-term absences so long as the employee has accrued accumulative leave available. The use of discretionary day(s) will result in a corresponding reduction in an employee's accumulative leave balance. Discretionary days shall not carry over from year-to-year.

Employees of this unit may use discretionary days on non-student contact days during the school year. The district reserves the right to review this discretionary leave option and its impact on the absentee rates of employees after the expiration of the 2019-2021 contract, and will not be bound to continue this provision after the expiration of this contract.

**Subd. 2. Limitations.** Discretionary leave during student contact days should be used in a manner that minimizes disruption to student services and programming. The following limitations shall apply to the use of discretionary leave:

- a) Employees may use up to five (5) consecutive discretionary days on student contact days. The use of more than five (5) consecutive days shall result in a 2-for-1 deduction from accumulative leave for each additional day (e.g. six consecutive discretionary leave days = 7 accumulative leave days).
- b) In order to support critical services to students and programs, the School District reserves the right to enforce limits on the number of employees from this unit using discretionary leave.
- c) Discretionary days may not be used during the first ten (10) days of the school year or the last five (5) days of the school year.

### **Section 4. Sick Leave.**

**Subd. 1.** Sick Leave shall be allowed by the School District whenever an employee is absent due to illness or injury that prevented his/her attendance and performance of duties on that day.

**Subd. 2. Medical Certification.** The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness or injury, indicating such absence was due to

illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

**Subd. 3. Illness of a Child.** Sick leave may be used for the illness of an employee's child (includes step-child), subject to the provisions of Minn. Stat. §181.9413.

**Subd. 4. Family Illness Leave.** Sick leave may be used for serious illness of an employee's spouse, adult child, parent, step-parent, sibling, grandparent, grandchild (includes step-grandchild), father-in-law, mother-in-law, son-in-law or daughter-in-law. Employees who exceed 5 days of absence for serious illness in the immediate family may be required to furnish a medical certificate indicating that a member of their family had a serious illness.

**Subd. 5. Long Term Disability.** Employees eligible for long-term disability will not receive sick leave pay beyond 90 calendar days.

## **Section 5. Bereavement.**

**Subd. 1.** Up to five (5) days of bereavement leave per incident shall be allowed for death in the employee's immediate family. The immediate family includes: spouse, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, uncles, aunts, nephews, nieces, corresponding step-persons, and persons for whom they are legally responsible to make decisions. All absences for bereavement will be deducted from accrued accumulative leave. Bereavement leave for persons outside the immediate family will be counted as discretionary leave and deducted from accrued accumulative leave.

**Subd. 2.** In the sole discretion of the Superintendent, an employee may be granted additional days of bereavement leave in the case of extreme circumstances.

## **Section 6. Special Leave.**

**Subd. 1.** Special leave, not to exceed two days per year, may be granted to twelve-month employees of the bargaining unit. Special leave is to be used for personal business that cannot be consummated outside the school day without undue hardship. Special leave is not granted for purposes of recreation, vacation or outside gainful employment except that which is incidental in the pursuit of a school related activity.

**Subd. 2.** All absences under this section must be approved in advance. Leave used shall be deducted from the employee's accumulative leave.

**Subd. 3.** Requests for Special Leave shall be made to the Supervisor or building administrator with reasonable notice in advance of the anticipated absence.

**Subd. 4.** Examples of legitimate claims for special leave shall include, but are not limited to the following:

- a) Matters relating to settlement of an estate in which person has legal interest.
- b) Urgent legal matters of the employee or of a member of his/her immediate family that require the employee's attention.
- c) Pallbearer or attendance at funeral services for persons for whom the staff member feels a moral obligation and which is not covered in other leaves of absences.
- d) Weddings in the family or an attendant at a wedding.
- e) Compelling reasons resulting from a natural disaster.
- f) Family crisis not covered by other leaves of absence.
- g) Other emergencies beyond the employee's control.

## **Section 7. Child Care Leave.**

**Subd. 1.** A child care leave may be granted by the School District, subject to the provisions of this section. Child care leave may be granted for the birth or adoption of a child or children, or because of the need to provide parental care for a child or children of the employee for an extended time.

**Subd. 2. Written Request.** All requests for child care leave must be submitted in writing thirty (30) days prior to the anticipated commencement of the intended leave. The request will indicate the proposed commencement and termination dates for the intended leave. In the event of an emergency, the School District has the right to waive or adjust the prior notification requirement.

**Subd. 3. Commencement of Leave.** Leave under this section shall commence upon home placement of an adopted child or immediately after disability, or at a natural break in the school year prior to the birth or home placement of the child, or at such other date mutually agreed upon between the employee and the School District.

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

- a) Grant any leave more than twelve (12) months in duration.
- b) Permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

**Subd. 5. Unpaid Leave.** Leave under this section shall be without pay, however, an employee may use any accrued accumulative leave that is available. Insurance benefits may be continued at the option and expense of the employee.

**Subd. 6. Return from Leave.** An employee returning from child care leave shall be returned to his/her previous position or to another comparable position for which he or she is qualified.

**Section 8. Jury Duty Pay.** All employees required to serve on jury duty shall be paid by the School District the difference between their regular pay and jury duty pay. In implementing this section, the School District shall continue to pay the employee the regular rate of pay and the employee shall be obligated upon receipt of the jury duty pay from the governmental agency to immediately remit the check endorsed payable to the School District. Absences under this section shall not be deducted from accumulated leave.

**Section 9. Workers' 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 Workers' Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay, to the extent of the employee's earned accrual of accumulative leave.

**Subd. 2.** A deduction shall be made from the employee's accrued accumulative leave accrual time according to the pro rata portions of days of sick leave time which is used to supplement Workers' 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 normal compensation of the employee.

**Subd. 5.** An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall work cooperatively with Human Resources to have any paid leave amounts coordinated with any payment from Workers Compensation.

**Section 10. Unpaid Leave of Absence.** At the sole discretion of the School District, an employee of this bargaining unit may be granted a leave of absence without pay for

purposes not otherwise addressed under this Article. Requests for such leaves shall be submitted in advance of the leave to the Superintendent. The leave request shall include the proposed commencement and termination dates of the leave. An employee returning from a leave of absence under this section will be returned to his or her previous position or to another comparable position for which he or she is qualified.

**Section 11. Application.** The parties agree that the applicable periods of probation for employees are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an employee's performance. The parties agree that periods of time for which the employee is on leave under this Article shall not be counted in determining the completion of the probationary period.

**Section 12. Retention of Earned Benefits.** Leave of absence under this Article will not constitute a break in employment for purposes of seniority. An employee who returns to work from an unpaid leave within the provisions of this Article shall retain all previous experience 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 experience credit for pay purposes or leave time during the period of absence for unpaid leave.

**Section 13. Insurance Participation.** An employee on unpaid leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such program as the employee wishes to retain, commencing with the beginning of the unpaid leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

## **ARTICLE XI PROBATION, DISCIPLINE AND DISCHARGE**

**Section 1. Probationary Period.** Each new employee shall serve a probationary period of sixty-seven (67) working days of continuous service in the School District, exclusive of leave days under Article X, summer school and ESY. During the probationary period the School District shall have the unqualified right to discipline or discharge such employee without recourse to the grievance procedure.

**Section 2. Completion of Probationary Period.** Employees who complete a successful probationary period shall be regarded as regular employees and will be disciplined or discharged only for cause as outlined below.

**Section 3. Employee Discipline.** After an employee has completed the probationary period, the Employer may discipline or discharge an employee only for just cause.

Disciplinary action shall normally include the following actions and will normally be taken in the following order, except in cases of serious misconduct:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Discharge

Employees who are subject to the above actions shall have the right to union representation, if desired, at any meetings with the district's representative(s).

## **ARTICLE XII SENIORITY AND LAYOFF**

**Section 1. Application.** The parties recognize the principle of seniority in the application of this Article concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibility of the position. This section shall be applicable in a reduction of hours only if the reduction causes the employee to lose eligibility for benefits under this Agreement or if the employee's hours are reduced by more than 25% of the employee's existing time.

**Section 2. Layoff.** In the event of a layoff the School District will lay off the least senior employee of the bargaining unit. The School District shall provide any employee who is to be laid off with two (2) weeks written notice of the proposed layoff.

**Section 3. Recall.** An employee on layoff shall retain seniority and right to recall within classification in seniority order for vacancies which occur in the School District for a period of twelve (12) calendar months after the date of layoff, provided the employee is qualified to perform the duties and responsibilities of the position. An employee with recall rights shall maintain a current mailing address on file with the School District and failure to accept recall within ten calendar days shall cause forfeiture of the employee's further recall rights. The School District will not employ a new person in a vacant position as long as an employee on layoff pursuant to this Article is qualified to perform the duties and responsibilities of the position and accepts recall as provided herein.

**Section 4. Seniority Date.** Employees shall acquire seniority upon completion of the probationary period as defined in Article XI hereof, and upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in the School District in a classification covered by this Agreement. If more than one employee commences work on the same date in a classification category, the tie in seniority shall be broken by reviewing the last four (4) digits of the employee's social security numbers, and the employee with the highest number being the most senior.

**Section 5. Seniority List.** On or about November 1 of each year the School District shall post a seniority list for each job classification and send a copy to the Chief Steward of the unit. An employee who disagrees with the posted seniority list will have twenty (20) working days from the date of the posting to supply written documentation or other proof to the School District in an effort to resolve any dispute. If the dispute is not resolved within those twenty (20) days, an employee shall have an additional twenty (20) days to challenge their seniority listing through the grievance process. If no challenges are made within twenty (20) days of posting, the seniority list is final.

### **ARTICLE XIII VACANCIES AND POSTING**

**Section 1. Postings of Vacancies or New Positions.** All vacancies and new positions within the bargaining unit, that are anticipated to be at least 45 consecutive days in duration, will be posted for at least five (5) working days during the school year and ten (10) working days during the summer recess. For purposes of this Article, the term “vacancy” shall mean a position where no employee is holding a claim to the position (i.e., leave of absence).

**Section 2. Application for Vacancies.** It is the right of the School District to select the best qualified candidate for an open position. All applications will be considered by the School District and final decision for employment, advancement, transfer or promotion will be made by the School District after considering the qualifications of all applicants.

**Section 3. Temporary Assignment.** The School District may fill a vacancy or new position, temporarily, pending completion of the assignment process.

**Section 4. Reassignment.** The School District may assign staff so as to best meet the needs of the District.

### **ARTICLE XIV SEVERANCE PAY / WELLNESS PAY / 403B**

#### **Section 1. Severance Pay.**

**Subd. 1. Eligibility.** Employees meeting the following requirements shall be eligible for severance pay pursuant to the provisions of this section, upon submission of a written resignation accepted by the School District:

- a. Employees who have completed at least ten (10) years of continuous service with the School District who are immediately eligible for a state retirement annuity benefit;

- b. Employees who become and remain totally and permanently disabled while employed by the School District;
- c. Employees whose death occurs while employed by the School District.

**Subd. 2. Calculation of Severance Pay.** An eligible employee shall receive as severance pay upon her/his retirement, the amount obtained by multiplying the number of his/her accrued accumulative leave days up to 480 hours, times her/his hourly rate of pay at the time of retirement, disability or death, times the percentage determined by the employee's years of service on her/his last day of employment.

10 full years of service	40%
15 full years of service	50%
20+ full years of service	60%

**Subd. 3. Ineligibility.**

Severance pay under this section shall not be granted to any employee who is discharged by the School District.

**Subd. 4. Payment.**

- a. Severance Pay under this section shall be paid by the School District into the employee's Minnesota Health Care Savings Plan (MHCSPP) within sixty (60) days of retirement.
- b. If an employee completes and qualifies for a waiver of participation based on the health care savings plan criteria, and the waiver is presented to the School District at least two (2) months in advance of the employee's retirement date, payment under this section shall be paid directly to the employee in one lump sum within sixty (60) days of retirement.
- c. If an employee who is eligible for severance pay under this article dies prior to submitting a notice of resignation or retirement, or after submitting notice but prior to the anticipated retirement date, severance pay will be paid to the employee via payroll or to the employee's estate and not to the MHCSPP.

**Section 2. Wellness Pay.** Employees will receive annual wellness pay for all accrued accumulative leave days in excess of 60 days as calculated on June 30<sup>th</sup> of each year. The school district will pay out an amount equal to the total number of excess hours multiplied by the employee's hourly rate times .6 by August 31<sup>st</sup> of each year, into the employee's Minnesota Health Care Savings Plan (MHCSPP).

**Section 3. 403b Plan.**

**Subd. 1. Participation.** Employees of this bargaining unit shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes §356.24.

**Subd. 2. Matching Contribution Plan.** Beginning with open enrollment during the 2014-15 school year, for employees working 30 hours a week or more, the School District will match employees' annual 403b contributions based on their current year of employment in the School District. The School District matching amount shall not exceed the Annual Maximum Match Amount set forth below:

<u>Years of Service</u>	<u>Maximum Match Amount</u>	
	<u>Annual</u>	<u>Cumulative</u>
0 years to three (3) years	-0-	\$ 0
Four (4) – Eight (8) years	\$300	\$ 1,500
Nine (9) – Thirteen (13) years	\$400	\$ 2,000
Fourteen (14) – Eighteen (18) years	\$500	\$ 2,500
Nineteen (19) plus years	\$800	<u>\$11,000</u>
		\$17,000

Beginning with open enrollment during the 2020-2021 school year, the School District will match employees' annual contributions for employees who are benefit eligible under Article VIII based on their current year of employment in the School District. The School District matching amount shall not exceed the Annual Maximum Match Amount set forth below:

<u>Years of Service</u>	<u>Maximum Match Amount</u>	
	<u>Annual</u>	<u>Cumulative</u>
0 years to three (3) years	-0-	\$ -0-
Four (4) – Eight (8) years	\$500	\$ 2,000
Nine (9) – Thirteen (13) years	\$600	\$ 2,500
Fourteen (14) – Eighteen (18) years	\$700	\$ 3,000
Nineteen (19) plus years	\$900	<u>\$ 9,500</u>
		\$17,000

**Subd. 3.** The maximum career matching contribution by the School District shall be \$17,000.

**Subd. 4.** A salary reduction authorization agreement must be completed by the eligible employee by September 1 for the employee to participate in the 403b Matching Contribution Plan for that school year.

**Subd. 5.** The School District will provide notice to participating employees when they become eligible for an increased level of matching contribution.

## **ARTICLE XV MISCELLANEOUS**

**Section 1. Medical Examination.** An employee whose condition of physical or mental health is thought to be adverse to the welfare of students or other employees may be required to undergo a health examination by a licensed physician at the expense of the School District.

**Section 2. Damage Reimbursement.** Upon proper documentation, the School District will reimburse employees for expenses incurred in repairing or replacing personal items broken by students while employees are engaged in their required duties during the normal work day (i.e., glasses, hearing aids). The School District reserves the right to place reasonable limits on reimbursements under this paragraph.

**Section 3. Uniforms.** All transportation mechanics are required to wear School District issued uniforms during the regular work hours. Uniform requirements shall be established by the School District

**Subd. 1.** All uniforms issued shall be furnished at School District expense. Employees will be held responsible for keeping their uniforms clean, neat and of proper fit.

**Subd. 2.** Employees will receive a one hundred (\$100) dollar allowance per year for the purchase of safety shoes. This amount may be rolled over for up to one year.

**Section 4. Reimbursement for DOT Physicals.** The District will reimburse employees for the cost of a required renewal DOT physical up to \$100 every two years.

**Section 5. Mileage Reimbursement.** Employees of this unit who are authorized to use their own automobile in the performance of their duties will be reimbursed for all authorized travel at the rate established by the School District.

**Section 6. Copies of the Bargaining Agreement.** The School District will provide the bargaining unit with ten (10) copies of the Bargaining Agreement within forty-five (45) days of ratification by the School Board. The approved Bargaining Agreement will also be available on the School District website.

**Section 7. Safety Recognition:** The District will support an employee recognition program designed to acknowledge safe driving service to the District. As part of the program, drivers meeting the safe driving standards set by the District will receive a safe driving pin or other tangible memento for their service.

**Section 8. Retiree Recognition:** The District will initiate an Employee Recognition program designed to acknowledge and commend service to District 742 schools.

## **ARTICLE XVI GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition.** A “grievance” shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School 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/her behalf.

### **Section 3. Definitions and Interpretations.**

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

**Subd. 2. Days.** Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays excluding Saturdays and Sundays and legal holidays as designated 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 from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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

**Section 4. Time Limitation and Waiver.** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District’s designee, setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District’s designee. By

written mutual agreement, the parties may waive any step and/or extend any time limits of the grievance procedure.

**Section 5. Adjustment of Grievance.** The School District and the employee shall attempt to adjust all grievances that may arise during the course of employment of any employee within the School District as follows. All grievances at all levels shall be filed with the Executive Director of Human Resources.

**Subd. 1. Informal.** The Employee(s) and union will attempt to resolve an alleged grievance with the School District through informal means by meeting with the employee's building administrator within 10 days of the event giving rise to the concern.

**Subd. 2. Level I.** If the grievance is not resolved through informal discussion, the grievance shall be filed in writing with the Executive Director of Human Resources or designee. The Executive Director may call a meeting within ten (10) days after receiving the written grievance. Following this meeting the Executive Director shall have five (5) days to provide a written decision on the grievance to the parties involved.

**Subd. 3. 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 an 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/her designee shall meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision, in writing, to the parties involved.

**Subd. 4. 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 an 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 District shall hear the grievance within twenty (20) days after the receipt of the appeal. Within twenty (20) 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 School District may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School District. The School District shall then render its decision.

**Section 6. Denial of Grievance.** Failure of 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 7. 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 or designee, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

**Subd. 2. Prior Procedure Required.** No grievance shall be considered by the arbitrator that has not been duly processed in accordance with these grievance procedures and appeal provisions.

**Subd. 3. Selection of Arbitrator.** Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to PELRA, provided such request is made within twenty (20) days after request for arbitration. The request shall ask that the panel be submitted within ten days after the receipt of said request. Within ten days after receipt of the panel, the parties shall alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the 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 to 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 and 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) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

**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 expense that the party incurs in connection with presenting its case for arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and

any other expense that the parties mutually agree are necessary for the conduct of the arbitration.

**Subd. 7. Jurisdiction.** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. 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 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 boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

**Section 8. Mediation.** By written mutual agreement the parties may waive any step or suspend any timeline in order to submit a grievance to mediation by filing a joint petition with the Commissioner of Mediation Services.

**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 employee 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 XVII DURATION**

**Section 1. Term and Reopening Negotiations.** This Agreement shall remain in full force and effect for a period commencing on July 1, 2019, through June 30, 2021, 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 Agreement, 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 such circumstances is held to be invalid or void, it shall not affect any other provision of this Agreement or the application of any provision thereof.

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

FOR:

St Cloud Bus Drivers Association

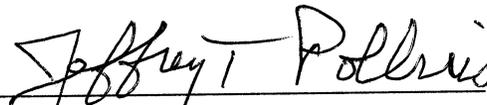
  
\_\_\_\_\_  
Chief Steward

  
\_\_\_\_\_  
Union Steward

Dated: 12/4/19

FOR:

St. Cloud Area School District 742  
1201 Second Street South  
Waite Park, MN 56387

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Chief Board Negotiator

Dated: 12-4-19

**Appendix A**  
**July 1, 2019 - June 30, 2021**

**2019-2020**

	<b>Van Drivers</b>	<b>Bus Drivers</b>	<b>Assistant Mechanic Lead Bus Driver</b>	<b>Mechanic</b>
<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Starting Wage	15.89	16.62	17.66	18.72

**2020-2021**

	<b>Van Drivers</b>	<b>Bus Drivers</b>	<b>Assistant Mechanic Lead Bus Driver</b>	<b>Mechanic</b>
<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Starting Wage	16.37	17.12	18.19	19.28