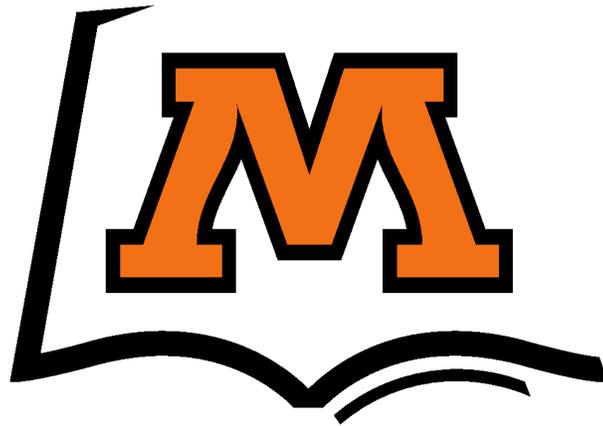


MASTER AGREEMENT
for
BUS DRIVERS/
BUS ASSISTANTS



MOORHEAD

AREA PUBLIC SCHOOLS

MSEA 
MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

July 1, 2020– June 30, 2022

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ARTICLE I

PURPOSE

Section 1. Parties

THIS AGREEMENT is entered into between Independent School District No. 152, Moorhead, Minnesota, hereinafter referred to as the District or School District, and the Minnesota School Employees Association, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the PELRA, to provide the terms and conditions of employment for Bus Drivers/Bus Assistants.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition

In accordance with the PELRA, the School District recognizes Minnesota School Employees Association as the exclusive representative for Bus Drivers/Bus Assistants employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. 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 PELRA and in certification by the Commissioner of Mediation Services, if any.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment

The term “terms and conditions of employment” means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer’s policies affecting the working conditions of the employees. “Terms and conditions of employment” is subject to the provisions of the PELRA.

Section 2. Description of Appropriate Unit

For purposes of this Agreement, the term Bus Drivers/Bus Assistants 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, emergency employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, and employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in

any calendar year unless those positions have already been filled in the same calendar year and the cumulative number of days in the same position by all employees exceeds 67 calendar days in that year.

Section 3. School District

For purposes of administering this Agreement, the term “School District” shall mean the School Board or its designated representative.

Section 4. Other terms

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

Section 5. Full-Time Employees

A “full-time” employee is a Bus Driver/Bus Assistant who works a minimum of thirty (30) hours a week.

Section 6. Regular Employees

A “regular” employee is a Bus Driver/Bus Assistant who works twenty (20) hours or more per week but less than six (6) hours per day, five (5) days per week.

Section 7. Part-Time Employees

A “part-time” employee is a Bus Driver/Bus Assistant who works equal to or more than eight and one-half (8.5) hours per week or more, but less than four (4) hours per day, five (5) days per week.

Section 8. Casual Employee

A “casual” employee is a Bus Driver/Bus Assistant who works less than eight and one-half (8.5) hours per week and is not required to work a regular schedule of five (5) days per week.

ARTICLE IV SCHOOL BOARD 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 Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota and the United States of America, and by School Board Policy 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 and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

- Section 4. Reservation of Managerial Rights
Inherent 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 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 designated 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
Pursuant to the PELRA, 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
The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off, pursuant to the PELRA. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization in nine (9) equal instalments, beginning with the first pay period in September.

Section 4. Personnel Files

Members of the unit, upon written request to the Director of Human Resources, have the right to review the contents of their own personnel file and evaluations. Members of the unit shall have the right to reproduce, at the District's expense, any of the contents of their own file. Each member of the unit shall have the right to submit for inclusion in their own file written information in response to any material in the file, and such information shall become part of the file.

Section 5. Association Leave

Subd 1.

At the beginning of each school year, the Exclusive Representative shall be credited with fifty (50) hours of leave time to be used by its officers and members for meetings/training of the Exclusive Representative.

Subd 2.

Agreement negotiations, grievance hearings, grievance and interest arbitration, and meet and confer sessions shall not be counted as leave time.

Subd. 3.

Exclusive Representative leave is with pay when within the 50 hours.

Subd. 4.

Additional Exclusive Representative leave shall be allowed to serve on the MSEA Board of Directors of state MSEA position with the association. For this specific leave, MSEA shall reimburse the district directly for all lost wages, including normal and customary payroll expenses such as PERA, FICA, Medicare, etc. MSEA will notify the district of the individuals holding these positions and provide a calendar of dates prior to the first day of school each year. This leave is in addition to the identified leave in Subd. 1.

Subd. 5.

Requests for leave shall be made a minimum of three (3) days in advance.

ARTICLE VI RATES OF PAY

Section 1. Rates of Pay

The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2020 – June 30, 2022.

Subd. 1.

During the duration of this Agreement advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is entered into.

Subd. 2. Demotions –

If a reduction in force requires an employee to transfer to a job with a lower “band, grade, and subgrade,” the employee shall be frozen at the employee’s rate of pay prior to the reduction in force until the employee’s schedule placement catches up. However, such employees must bid on all subsequent openings in higher “band, grade, and subgrade” positions. Failure to bid on such positions will result in pay rate placement as outlined in Subd. 3

Subd. 3 Voluntary Transfers –

If an employee voluntarily requests a transfer (subject to the limitations of Article XII, Seniority, Vacancies and Layoffs, Section 3, Transfers) to a position having a lower band, grade and subgrade, they will move back to the lower rate of pay from the step they were on in the previous position.

Subd. 4 Training Rate –

New bus drivers who are hired must have a Commercial Driver’s license with the School Bus endorsement in order to transport children. Those hired with a permit will be paid a training rate until they achieve full licensure with endorsement and will not transport students during the training period. The training rate will be one (\$1) dollar per hour less than the base rate of the Bus Assistant. The full licensure with endorsement must be attained within forty-five (45) days of employment as a condition of continued employment.

Section 2. Court Appearances

Employees required to appear in court as part of their job will be paid at their current hourly rate. Drivers will be paid a minimum of two (2) hours pay for each appearance with the stipulation that drivers will not be paid twice for the same hour if they return to duty prior to the expiration of the two hour minimum.

Section 3. Bus Washing

Bus Drivers/Bus Assistants who are on duty for route work will be paid their regular rate of pay if assigned to bus washing during their work shift. Bus Drivers/Bus Assistants called to work to wash busses will be paid, -at the training wage identified in

Article VI, Section 1, Subdivision 4, which is one (\$1) dollar per hour less than the base rate of the Bus Assistant.

Section 4. Longevity

Employees on Step 9 of the salary scheduled will receive an additional \$0.25 per hour in the 2020-21 and an additional \$0.25 per hour in the 2021-22 years of the Master Agreement.

Employees who have 20+ years of employment with the district will receive an additional \$0.25 per hour in the 2020-21 and an additional \$0.25 per hour in the 2021-22 years of the Master Agreement

ARTICLE VII GROUP INSURANCE

Section 1. Selection of Carrier

The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance

The School District shall contribute a sum, toward the cost of the coverage for each full time and regular employee, as defined in Article III, Section 5 of the contract and is enrolled in the group medical-hospitalization plan in the amount of \$175 per month,

The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction

Employees choosing not to participate in medical-hospitalization insurance will be given a sum of \$175 per month into a district-sponsored Health Reimbursement Account. to spend on approved medical expenses in accordance with IRS rules, which include, but are not limited to:

1. An employee must be actively employed and enrolled in a group insurance plan to receive employer funds in an VEBA.
2. If you are not enrolled in a group insurance plan, the district will continue to provide the benefit, but you will not be able to access the funds until you meet the following conditions:
 - a. No longer employed with the school district or retirement.
 - b. You obtain insurance under a group insurance plan. Medicare is not considered a group insurance plan.

- Section 3. Claims Against the School District
It is understood that 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 4. Duration of Insurance Availability
An employee is eligible for School District coverage as provided in this Article as long as the employee is employed and on paid status by the School District. Upon termination of employment the Federal COBRA law would cover continuation of coverage.
- Section 5. Optional Cancer Care or Intensive Care Insurance
Employees in the unit who qualify for and wish to carry cancer care or intensive care insurance may do so on a payroll deduction basis at their own expense. This option must be exercised during the period of September 1st to September 30th of each school year subject to limitations of Section 2.
- Section 6. Life Insurance
The District agrees to furnish each employee with a life insurance policy, total of \$50,000, with all expenses to be borne by the District. The entire \$50,000 of this amount shall contain an accidental death and dismemberment clause (standard double indemnity and dismemberment - AD & D), which will pay an additional \$50,000 in case of accidental death and stated varying sums for dismemberment. Employees must have worked a minimum of 1,040 hours the previous school year to qualify for life insurance.
- Section 7. Additional Life Insurance
Supplemental life insurance totalling \$25,000 with AD & D will be provided for the employee's option and at their own expense subject to the limitations enforced by the insurance carrier.
- Section 8. Optional Dependent Insurance
Employees in the unit who qualify for and wish to carry optional dependent insurance may do so on a payroll deduction basis at their own expense. This option must be exercised during the period of September 1 to September 30 of each school year, subject to the limitations of Section 2.
- Section 9. Workers' Compensation
Pursuant to M.S. Ch. 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Employees shall accrue leaves as provided in this article, however access will be limited until completion of 90 calendar days of service after obtaining licensure.

Section 2 Sick Leave

Subd. 1

All Bus Driver/Bus Assistants, as defined in Article III, shall be granted leave as defined in this Article.

Subd. 2

Bus Drivers/Bus Assistants shall earn 10 days/year of sick leave beginning with the 2010-2011 school year and thereafter. In this instance, "day" is being defined as an employee's normal workday.

Subd. 3

Unused sick leave days may accumulate to a maximum credit of sixty (60) working days of sick leave per year for all employees.

Subd. 4

Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness or disability which prevented attendance and performance of duties on that day or days as defined in Statute 181.9413 and/or federal law, provided the employee has unused sick leave available at the time of the absence.

Subd. 5

The School District may require a doctor's certificate of illness for:

- a. For periods of more than four (4) days absence.
- b. In cases where abuse of sick leave privileges are suspected or;
- c. After notice of employee resignation has been given.

In the case of injury or illness to the employee's minor children where both father and mother are employed by the School District, only one (1) individual can use such leave unless there exists an emergency, which requires prior approval.

Subd. 6.

Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee in two-hour increments. If a bus driver/assistant has three routes and missed either one or two of them for sick leave purposes, they should be paid one-half day of sick leave and will be paid one day if all routes are missed.

Subd. 7.

Sick leave pay shall be approved only by calling into the transportation office and into the Substitute Employee Management System at 284-SEMS (7367) or

computer access.

Subd. 8

Employees are required to give as much notice as possible to their Supervisor when sick leave is to be taken to allow time to obtain replacements.

Subd. 9.

Employees are required to give as much notice as possible to their Supervisor when sick leave is to be taken to allow time to obtain replacements and to record the absence on the Substitute Employee Management System.

Subd. 10.

Non-emergency doctor and dental appointments are to be scheduled after the work period to the extent possible. Paid sick leave for appointments scheduled during the work period is limited to the time of the appointment and travel time to and from the appointment. Employees are expected to work before and/or after appointments scheduled during the work period and are to schedule appointments to cause as little disruption as possible to the work period.

Section 3. Child Care/Parenting Leave

Subd. 1

Child care/parenting leave may be granted by the School District to an eligible employee to provide parental care to the employee's child, including birth and adoption.

Subd. 2

An "employee," for purposes of this Section, means a person who performs services for at least twelve (12) consecutive months preceding the request for a leave under this Section, and for an average of twenty (20) or more hours per week during those twelve (12) months.

Subd. 3

A "child," for purposes of this Section, means an individual under eighteen (18) years of age, or an individual under age twenty (20) who is still attending secondary school.

Subd. 4

An employee making application for child care/parenting leave shall inform the Human Resources Office in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave, except in emergency circumstances.

Subd. 5

The employee and the School District shall discuss the appropriate timing for a child care/parenting leave considering the availability of substitutes, the duration of the leave and other matters as may be pertinent to the leave. Unless there is a conflict caused by the use of sick leave as set forth in Subd. 6 below, the School District may adjust the proposed beginning and/or ending dates of the child care/parenting leave so

that the dates of the leave are coincident with a natural break in the school year, i.e., winter vacation, spring vacation, semester or quarter break, end of grading period, end of the school year, or the like. In any case, such child care/parenting leave shall be no longer than six (6) weeks.

Subd. 6

An employee who elects a child care/parenting leave for reasons of pregnancy may, in addition, elect to use sick leave pursuant to the provisions of Section 1 of this Article to cover the period of disability incident to the pregnancy. After the birth of a child, a certificate of disability from the employee's physician is required. In the event that child care/parenting leave is elected, the period of child care/parenting leave must immediately follow the use of such sick leave and may not exceed six (6) weeks in duration.

Subd. 7

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

- a. Grant any leave more than six (6) weeks in duration; or
- b. Permit the employee to return to their employment prior to the date designated in the request for child care/parenting leave.

Subd. 8

An employee returning from child care/parenting leave shall be reinstated in the employee's former position, or in a position of comparable duties and pay unless previously terminated. An employee is not entitled to reinstatement if, during the period of leave, the School District experiences a layoff and the employee taking the leave would have been laid off had the employee not been on such a leave. The employee retains all rights regarding layoff and recall as may otherwise be set forth in this Agreement.

Subd. 9

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 in writing to an extension of the leave.

Subd. 10

The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the School District to have the opportunity to evaluate performance. The parties agree, therefore, that periods of time for which the employee is on child care/parenting leave shall not be counted in determining the completion of the probationary period.

Subd. 11

An employee who returns from child care/parenting leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall accrue additional experience credit or

leave time during the period of absence for child care/parenting leave.

Subd. 12

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

Subd. 13

Leave under this Section shall be without pay or fringe benefits.

Section 4. Medical Leave

Subd. 1

Employees who are unable to perform their duties because of personal illness or disability, and who have exhausted all accumulated sick leave, may be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year.

Subd. 2

In accordance with state law, the employee, while on medical leave of absence, shall be permitted to continue with the School District's insurance program by paying the full premium.

Subd. 3

At the expiration of the leave, if the disability still exists and the leave is not extended, the employee's employment is terminated. When employment is terminated in such a circumstance, group insurance benefits may be continued at the employee's option and expense consistent with state and federal laws.

Section 5. Family/Medical Leave

Employees will be granted family/medical leave according to the guidelines of the State and Federal Family and Medical Leave Act Statutes.

Section 6. Jury Duty

An employee called for jury duty shall be paid their regular salary during the period of jury duty. The employee shall report to work on days when the employee is excused from jury duty. Compensation for jury duty shall be retained by the employee.

Section 7. 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, except as otherwise provided in Section 5, Family and Medical Leave.

Section 8. Other Leave

The School Board may allow unpaid leaves of absence for reasons other than those listed in this Article. For leaves of absence up to six (6) months in length, the employee shall have the right to return to the same position. For leaves of absence of six (6) months up to one (1) year, the employee will have the right to return to the first open position of the same job title for a time period not to exceed one calendar year. The maximum amount of leave to be granted under this section will be one (1) year. Deduct days may be granted according to the staffing needs of the School District.

Section 9. Salary Deductions

Absences not covered by leave policies will result in a salary deduction at the employee's regular daily compensation rate.

Section 10. Personal Leave

The School District will grant two (2) personal leave day per year to be taken at the discretion of the employee. The first personal leave day requested of the two days provided annually will be deducted from the employee's sick leave bank. Requests for leave shall be made to the immediate supervisor no later than three (3) days prior to the requested leave except in cases of emergency. Employees shall have the ability to accumulate up to five (5) personal leave days. In cases of conflict, the employee who requested the leave first will be granted the personal leave day.

Section 11. Bereavement

Three days of paid leave shall be allowed for death in the family. Family is defined as the employee's spouse, child, parent, sibling, brother in-law, sister in-law, father in-law, mother in-law, son in-law, daughter in-law, grandparent, grandchild, aunt, uncle, niece or nephew or other relative living in the same household of the employee. One day of paid leave per year shall be allowed for the funeral of a friend. In this instance a "day" is defined as the employee's normal workday.

Section 12. Emergency Leave

Up to two (2) days per year with pay shall be allowed for serious illness or medical emergencies for family members as defined in Section 10. Bereavement. This leave will not be cumulative. The definition of a serious condition will refer to the Department of Labor definitions. In this instance, a "day" is defined as the employee's normal workday.

ARTICLE IX HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Year

The regular work year shall be prescribed by the School District each year for regular employees.

Section 2. Part-Time Employees

The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

Section 3. Shifts and Starting Time

All employees will be assigned starting time and shifts as determined by the School District.

Section 4. Workweek

Employees will be paid for all approved hours submitted on a timesheet. To be included in daily hours are pre-trip, post-trip and fueling/general maintenance. Employees will be paid a minimum of two (2) hours per route.

Section 5. School Closing

If school is cancelled by the Superintendent or their designee after the employees report for duty, employees shall be paid a maximum of 2 hours or the number of hours worked, whichever is greater.

ARTICLE X HOLIDAYS

Section 1. Paid Holidays

Bus drivers or assistants who drive or assist on two (2) routes per day, five days a week, are eligible for the following paid holidays:

Beginning with the 2011-2012 school year:

1. Labor Day
2. Thanksgiving Day
3. Christmas Eve Day
4. Christmas Day
5. New Year's Day
6. President's Day
7. Good Friday
8. Memorial Day

Section 2. Changing Holiday Dates

The school district reserves the right, if school is in session, to change the previously listed holidays and establish another holiday in lieu thereof. If an employee is required to work on any of these days, the compensation shall be the holiday pay, plus regular pay for the hours worked.

Presidents Day will be an observed holiday as long as students and teachers are not required to be in the building. In the event that students and teachers are required to be in the building, the employee will be provided a floating holiday to use upon advanced approval of the employee's immediate supervisor.

The floating holidays must be utilized by June 30 in the school year the holiday was provided.

Section 3.

Eligibility

In order to be eligible for holiday pay, an employee must have worked his or her regular workday before and after the holiday, unless he or she is on an excused sick leave, personal leave, bereavement leave, or emergency leave.

**ARTICLE XI
TERMINATION OF SERVICES**

Section 1.

Group Hospitalization

An employee retiring prior to age sixty-five (65), but over age fifty-five (55), shall have the option to continue group hospitalization insurance for single and/or dependent coverage under a group policy offered by the District, provided that the insurance carrier will allow such retired employee participation. The cost of said coverage shall be the expense of the employee.

Section 2.

Deferred Compensation

Current eligible members and each eligible member of the Bus Driver/Bus Assistant contract employed after July 1, 2001 will be given a matching contribution by the School District of up to two (2) percent of their annual salary (maximum of \$2,000) to an I.R.S. 403(b) plan offered by the School District (Minnesota Statute 356.24 (a)(4) after a one-year waiting period from date of employment beginning with the first pay period after payroll receives the 403(b) paperwork signed by the employee.

Eligible members are defined under Article III, Section 5, Full-Time Employees and Section 6, Regular Employees of the current contract.

**ARTICLE XII
DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD**

Section 1.

Probationary Period

New employees shall undergo a six (6) month probationary period before they are regarded as a regular full-time employee. The affected employee, the Union, and the School District may agree in writing to extend the employee's probationary period by ninety (90) days. Probationary employees may be terminated without cause.

Section 2.

Discharge & Discipline

Discharge and discipline of an employee shall be only for just cause. Employees in the unit may be dismissed for just cause, and any of the following reasons shall be considered just cause for dismissal:

- a. Failure to perform duties assigned;
- b. Insubordination and lack of cooperation;

- c. Use of intoxicating liquor or drugs, which are detected by their Supervisor, or anyone who comes in contact with the employee while the employee is on duty;
- d. The commission of any criminal offense involving moral turpitude; and/or
- e. Any other cause, which may be made grounds for dismissal under Article IV, Section 3 of this contract.

Section 3. Representation During Disciplinary Meetings

If a Supervisor meets with an employee to discuss possible written reprimand, suspension or discharge, the employee shall be entitled to have a Union Representative present. The meeting shall occur within three (3) working days after the School District's request for such a meeting.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. Grievance Definition

A "grievance" shall mean a dispute or disagreement by an aggrieved (association or employee) as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative

The employee, or School District, may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 3.

Subd. 1 Definitions and Interpretation –

Extension Time limits specified in this Agreement may be extended by mutual written agreement.

Subd. 2 Days –

Reference to days regarding time periods in this procedure shall refer to "working days." A "working day" is defined as all weekdays not designated as holidays 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
the
next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4 Filing and Postmark –

The filing or service of any notice or document herein shall be timely if it is personally served or it bears a certified postmark of the United States Postal

Service within the time period specified.

Section 4. Adjustment of Grievance

The parties 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 of informal discussions with the respective Supervisor.

Subd. 1 Time Limitation and Waivers –

A grievance shall not be valid for consideration unless the grievance is submitted in writing to the Supervisor setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) 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 (1) level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Subd. 2. Level I –

If the grievance is not resolved through informal discussions, the immediate Supervisor or designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 3. Level II –

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director of Human Resources provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed, the Director of Human Resources or designee, shall set a time to meet, and shall issue a decision in writing to the parties involved within ten (10) days of the meeting.

Subd. 4 Level III –

In the event the grievance is not resolved in Level II, upon mutual agreement of the parties involved the grievance may be taken to grievance mediation.

Subd. 5

Processing of all grievances through Level III shall be during the normal workday, and employees shall not lose wages due to their necessary participation.

Section 5. Denial of Grievance

Failure by the Director of Human Resources or designee to issue a decision within the time periods herein shall constitute a denial of the grievance and the employee may carry the grievance to arbitration.

Section 6. Arbitration Procedures

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

Subd. 1 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 ten (10) days following the decision in Level II.

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 prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days of 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

Bureau of Mediation Services to appoint an arbitrator, pursuant to the PELRA, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator appointed by the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4 Submission of Grievance Information

- a. Upon appointment of the arbitrator, the appealing party shall, within ten (10) days, forward to the School District, the submission of the grievance, which shall include the following:
 1. The issues involved;
 2. Statement of the facts;
 3. Position of the grievant; and
 4. The written documents relating to Section 4 of this grievance procedure.
- b. If there is any difference in opinion in (a) above, the other party will respond.

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. The parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing *de novo*.

Subd. 6 Decision –

The decision by the arbitrator shall be rendered as soon as possible after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the PELRA.

Subd. 7 Expenses –

Each party shall be responsible for equally compensating the arbitrator for their necessary expenses. Each party shall bear its own expenses in connection with 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. However, the party ordering a copy of the transcript shall pay for such 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 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 functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and the selection, 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 District to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 7. 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 outlined herein, the employee shall waive the right to initiate a grievance pursuant to this Article or, if the grievance is pending in this grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in this Agreement, or to enforce the award of an arbitrator.

**ARTICLE XIV
SENIORITY, VACANCIES & LAYOFFS**

Section 1. Seniority

Subd. 1

Seniority standing shall be granted to all employees in the unit. This standing shall be based on classification and District seniority. The employee must successfully complete a probationary period before they acquire seniority. Once the probationary period is successfully completed, the employee's seniority date will revert back to their first day of employment with the school district.

Subd. 2

An employee shall lose their seniority upon voluntary termination from employment or upon discharge for cause.

Section 2. Job Postings

Subd. 1

A “permanent job opening” is a vacancy in a position covered by the Agreement. A permanent job opening will not exist when any person who has a seniority claim on that position is on vacation, sick leave or other leave of absence. A vacancy is any movement or change in assignment, which does not occur as a result of reduction of staff.

Subd. 2

All vacancies or new jobs that the district determines will last more than (20) working days and is not contracted out at a lower cost will be posted in each area of employment for a period of five (5) working days. Any present employee shall be eligible to apply in writing for said vacancy or new job.

Subd. 3

Seniority and all transfer requests pursuant to Section 3 will be considered in the filling of vacancies provided an employee has the qualifications to perform the duties and responsibilities of the position. The final decision shall be made by the District. Senior employees not selected will be provided the reason(s) in a conference with the responsible administrator. The employee may bring a representative of the Union to this conference, if desired.

Subd. 4

Copies of all postings will also be posted to the stewards of the local unit.

Section 3. Layoffs

Subd. 1

Employees shall be laid off according to their seniority within classifications, the last hired shall be the first laid off. Employees shall be rehired according to seniority in the inverse order of layoff. Employees are required to furnish the School District with their current address and telephone number.

Subd. 2

Employees shall be placed on a recall list for a period of two (2) years. Employees will have four (4) calendar days to respond to a recall. Failure to respond within the time frame or a refusal of a job offer will cause the employee to be removed from the recall list.

Subd. 3

In order to be notified of job openings for which a laid-off employee may wish to apply, and to be recalled by certified letter from layoff, the employee must advise the School District of any change of address and telephone number.

Subd. 4

If a reduction of hours occurs during the school year, employees will be realigned, with the least senior employee of the same number of hours being the one who will be bumped into the least senior Bus Driver/Bus Assistant position of same numbers of hours. Decisions to exercise bumping rights must be communicated to the Director of Human Resources within two (2) working days after receiving notice.

Section 4. Seniority List

The School District will post a seniority list, annually revise it, and mail a copy to the unit president.

Section 5. Seniority Date

Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first day of continuous service in a position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District. An updated seniority list will be provided to the bus drivers/bus assistants by October 1 of each year.

ARTICLE XV MISCELLANEOUS

Section 1. Uninterrupted Services

The parties recognize that their first obligation during the term of this Agreement is to see that the students of the District receive a continuous and uninterrupted delivery of transportation services.

Section 2. Resignation

A resignation should be turned in at least two (2) weeks in advance of leaving. Employees should write a letter of resignation to the Director of Human Resources (copy to their Supervisor). The Director of Human Resources then presents the resignation to the School Board at its next regular meeting for acceptance.

Section 3. Job Assignment

The duties of each individual Bus Driver/Bus Assistant will be established or assigned by the Director of Transportation.

Section 4. Right and Responsibility

Employees are responsible to the Director of Transportation. Should a grievance arise regarding an issue relevant to this agreement, an employee has the right of appeal through the grievance procedure.

Section 5. Bus Driver Physicals

Required physicals for maintaining a school bus endorsement will be paid for by the district when the employee has their endorsement physical performed at the district's designated provider.

Section 8. In-Service Training
The District will provide all mandatory in-service to bargaining unit employees. Employees attending a mandatory in-service will be compensated at their regular hourly rate of pay for all in-service time.

ARTICLE XVI EXTRA TRIPS

Section 1. Posting
The Director of Transportation will post extra bus trips for those activities that are scheduled by the district and which involve an expenditure of district funds. Extra trips will be posted three (3) days before the date of the trip. If extra trips are requested of the Transportation Department without a three (3) day notice, they may be assigned by the Director of Transportation. This clause does not restrict the use of school vehicles or other appropriate means of transportation to be utilized and driven by non-unit members. Unit members may sign up for posted trips of their choice. The Director of Transportation will have the responsibility for assignment of drivers and/or assistants for all trips. Assignments will not be subject to the grievance process.

Section 2. Pay Rate
All employees will receive their regular hourly rate for driving time. Eight (8) hours pay shall be paid on layover days of overnight trips.

Section 3. Travel Policy
Meal allowances shall be paid according to School District travel policy on all trips. Appropriate receipts are required for reimbursement.

Section 4. Lodging
On all overnight, school sponsored trips; each driver shall be entitled to a single, paid for, motel room. This provision applies only if the driver actually uses a room. If the driver wishes to take a spouse or child along, it must be approved by the Director of Transportation with only the single rate reimbursed. Appropriate receipts are required for reimbursement.

ARTICLE XVII PUBLIC OBLIGATION

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

ARTICLE XVIII DURATION

Section 1. Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2020, and thereafter as provided by the PELRA. 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 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 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. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any terms or terms of this Agreement.

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 in 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.

MASTER AGREEMENT SIGNATURE PAGE

Signed this 31st day of August 2020

FOR THE DISTRICT:

Independent School District #152

Minnesota School Employees Association
(Bus Drivers/Bus Assistants)

Board Chairperson

Chief Steward

Board Clerk

Field Representative

Chief Negotiator

Chief Negotiator

Appendix A

2020-21

Step	Assistant	Unassigned	Type III Driver	Bus Driver
0-2	\$16.23	\$16.64	\$17.05	\$17.62
3	17.00	17.43	17.85	18.40
4	17.29	17.71	18.13	18.70
5	17.61	18.03	18.45	19.02
6	17.93	18.35	18.77	19.34
7	18.25	18.67	19.09	19.66
8	18.57	18.99	19.41	19.98
9	18.89	19.31	19.73	20.30

2021-22

Step	Assistant	Unassigned	Type III Driver	Bus Driver
0-2	16.71	17.12	17.53	18.10
3	17.48	17.91	18.33	18.88
4	17.77	18.19	18.61	19.18
5	18.09	18.51	18.93	19.50
6	18.41	18.83	19.25	19.82
7	18.73	19.15	19.57	20.14
8	19.05	19.47	19.89	20.46
9	19.37	19.79	20.21	20.78

