

**A G R E E M E N T**

between

**VERNDALE INDEPENDENT SCHOOL DISTRICT NO. 818**

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL NO. 70**

**BUS DRIVERS**

July 1, ~~2017-2019~~ through June 30, ~~2019~~2021

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## **ARTICLE I PURPOSE**

Section 1. Parties and Duration: This Agreement is made and entered into this 1st day of July, ~~2017-2019~~ by and between Independent School District #818 hereinafter referred to as the District and Local No. 70 of the International Union of Operating Engineers hereinafter referred to as the exclusive representative. This Agreement to provide terms and conditions of employment for bus drivers and shall remain in full force and effect for a period commencing on July 1, ~~2017-2019~~, through June 30, ~~2019-2021~~ and thereafter until modifications are made pursuant to the Public Employment Labor Relations Act of 1971 as amended, herein after referred to as PELRA.

Section 2. Purpose: The District and the Union recognize the need to promote orderly and constructive relationships and that unresolved disputes between the District and its employees are injurious to the public as well as the parties involved, therefore, this Agreement has as its purpose the promotion of harmonious relationships between the parties: the establishment of an equitable and peaceful procedure for the resolution of differences: and the establishment of rates of pay, hours of work and other conditions of employment as specified by PELRA.

## **ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with PELRA, the district recognizes Local 70 of the International Union of Operating Engineers as the exclusive bargaining representative for all bus drivers employed by the District, which exclusive representative shall have those rights and responsibilities as prescribed by PELRA.

Section 2. Appropriate Unit: The exclusive representative shall represent all full-time and regular part-time Bus Drivers employed by Independent School District No. 818, Verdale, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14 excluding supervisory and confidential employees.

## **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, severance pay, and the employer's personnel 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 the purposes of this Agreement, the term "bus driver" 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 14 hours per week or thirty-five (35%) percent of the normal work week in the employees bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in 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 sixty-seven (67) calendar days in that year and emergency employees.

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

Section 4. School District: The term School District shall mean the School Board or its designated representatives.

Section 5. Full-Time Employees: A full-time employee, for purposes of this Agreement shall be an employee who is employed at least 175 days per year.

## **ARTICLE IV SCHOOL DISTRICT RIGHTS AND RESPONSIBILITIES**

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the 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. School District 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 by School Board 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 Board 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 or orders shall be null and void and without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District's 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 as reserved to the School District's.

## ARTICLE V EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Right To Views: Pursuant to PELRA, nothing contained in this Agreement shall be construed to limit, impair or affect the right of any public 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, nor shall it be construed to require any public employee to perform unsafe labor, 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 or Not to Join: Pursuant to 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.

Section 3. Dues Checkoff: The District shall deduct monthly membership dues from the earnings of those employees who authorize such deductions in writing. The exclusive representative shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the payroll period for which the deductions are to be effective and the deductions shall continue in effect until canceled in writing by the employee. The aggregate deductions of all employees, together with a list of names of the employees from who deductions were made, shall be remitted to the exclusive representative office within thirty (30) days after such deductions are made. Employees who are scheduled to work less than twelve (12) months per year shall have twelve months dues deducted in equal amounts during the months for which they appear on the payroll. The School District's obligation for dues check off ceases when an employee is no longer on the payroll.

~~Section 4. Fair Share: All employees who are not members of the Union shall be required by the exclusive representative to contribute a fair share fee for services rendered by the exclusive representative in an amount equal to the regular member dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fair share fee exceed eighty five percent (85%) of the regular membership dues. The exclusive representative shall provide advanced written notice of the amount of the fair share fee assessment to the Bureau of Mediation Services, to the District, and to the employee fair shared. The District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was received, or, in the event a challenge is filed the deductions for a fair share fee shall be held in escrow by the District pending a decision by the State Bureau of Mediation Services. Any challenges of such fee shall be solely between the exclusive representative~~

~~and the employee involved. In the event of a challenge the burden of proof relating to the amount of fair share fee shall be on the exclusive representative.~~

~~A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefor, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The School District shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative within thirty (30) days after the written notice was provided, or in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the School District pending a decision by the Commissioner or Court. Any fair share challenge shall not be subject to the grievance procedure.~~

~~The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.~~

**Section 5. Indemnity:** The exclusive representative agrees to indemnify and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the School District as a result of any action taken or not taken as a result of a request of the exclusive representative under the provisions of this Article.

**Section 6. Employee Lists:** The District shall advise the exclusive representative office in writing of the names, addresses, telephone number, classifications, starting dates, and birth dates of all employees eligible for membership in this bargaining unit. The exclusive representative office shall be notified in writing upon the effective date of termination. The list will be transmitted no later than thirty (30) days following the payroll period in which the change occurs. Employees shall sign a Release of Information form prior to the School District releasing personal information about an employee.

**Section 7. Union Stewards:** The Union, upon written notification to the District, may designate one employee from each classification within a bargaining unit to serve as steward. The stewards shall be allowed reasonable time with no pay, to investigate and resolve grievances, participate in contract negotiations, post union notices and announcements, and transmit communications to the District.

**Section 8. Visitation Rights:** The exclusive representative or their designee, previously accredited to the School District in writing by the exclusive representative, shall be permitted to come on the premises of the School District for the purpose of conducting exclusive representative business, in a responsible and reasonable manner. The School District shall be notified prior to each visit and the visitor shall check in with the Central Office upon arrival.

**Section 9. Employee Responsibilities:** Each employee recognizes that it is his/her responsibility to provide full and faithful service during each hour of employment.

## **ARTICLE VI SAVINGS CLAUSE**

The District and exclusive representative recognize that all provisions of this Agreement are subject to laws of the State of Minnesota. Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision and all other valid provisions shall remain in full force and effect.

## **ARTICLE VII SENIORITY**

**Section 1. Seniority Defined:** Seniority shall be defined as the preference to which an employee is entitled in connection with lay-off and recall, in recognition of his/her length of service with the District. Seniority shall, for the purposes of lay-off and recall be determined by an employee's date of hire and length of service in the School District as a member of this bargaining unit.



Section 2. Loss of Seniority: Seniority shall be lost by any of the following:

1. Voluntary quit, ~~resignation or retirement.~~
2. Discharge, for just cause.
3. Lay-off for more than ~~twelve-nine (129)~~ months.

Section 3. Layoff and Recall: Lay-offs and recall will be done in inverse order of seniority within the classification covered by this Agreement. The employee with the least seniority shall be considered for lay-off first and upon recall employees with the most seniority shall be considered for recall first. This section does not apply in those cases where a lay-off is due to a building being closed temporarily because of equipment breakdown, quarantine, loss of a utility, damages from natural or unnatural disaster.

Section 4. Notification: In the event of a lay-off or change of hours worked, the District shall notify the exclusive representative's office and the employee(s) at the earliest opportunity. Under no circumstances shall this notification be less than fourteen (14) calendar days. This section does not apply when lay-off is due to the building being closed temporarily as outlined in Section 3 of this Article.

Section 5. Trip Assignment: Seniority shall apply in the awarding of trips. The senior driver shall be offered trips before a junior driver is allowed to drive a trip.

Section 6. Seniority List: The District agrees to prepare and post a seniority list of all employees by job classification covered by this Agreement. The Seniority List shall be prepared and posted every year in January. Unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) working days after the date the Seniority List is posted, the seniority standing of the employees as shown on such Seniority List shall be deemed to be correct.

Section 7. Bus Driver Seniority

- a. Regular bus drivers shall be assigned seniority on the basis of numbers of years of service annual review by the Board of Education.
- b. ~~Sub drivers shall be assigned seniority on the basis of number of years of service and annual review by the Board of Education. Substitute driving years of experience will not accumulate toward regular route assignment. When a regular route becomes available, the sub bus driver shall have the opportunity to apply for that route along with other applicants.~~
- c. Senior route bus drivers will be given priority of Special Education and late bus trips.
- d. Senior route drivers will get extra-curricular routes after the substitute drivers have been asked.
- e. If a regular route opens up, the open route will be offered to the other bus drivers. The most senior bus driver will get the open route if they desire to make the change.

## ARTICLE VIII PROBATIONARY EMPLOYEES

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of sixty (60) working days of continuous service in the School District during which time the School District shall have the right to suspend without pay, discharge or otherwise discipline such employee: and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension or discharge. A probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. Probationary employees who are discharged shall be given written reason for their discharge.

Section 2. Completion of Probationary Period: An employee who has completed the initial probationary period may be suspended without pay or discharged only for cause. An employee who has completed the initial probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

## **ARTICLE IX DISCIPLINE**

Section 1. Discipline: Discipline action may be imposed upon an employee for cause. Disciplinary action shall be subject to the grievance procedure. An employee subject to disciplinary action will be guaranteed due process.

Section 2. Normal Disciplinary Procedure: The normal disciplinary procedure shall be as follows:

1. Oral reprimand
2. Written reprimand
3. Letter of suspension or demotion (copy to the Union office)
4. Letter of discharge (copy to the Union office)

Based on the employee's conduct, more serious disciplinary procedures may be imposed at anytime

## **ARTICLE X PERSONNEL RECORDS**

Section 1. Evaluation and Files: All evaluations and files relating to employees shall be available during regular School District business hours to the particular employee upon written request.

Section 2. Copy of Record: The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. However, the School District may destroy such files as provided by law. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

## **ARTICLE XI GRIEVANCE PROCEDURE**

Section 1. Definitions: For the purpose of this Article the following definitions shall apply:

Subd. 1. Grievance: 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 contained in this Agreement.

Subd. 2. Act or Event Giving Cause: The day in which the act or event giving cause for the grievance to be filed shall be considered the day or days in which the grievance occurred or the day in which the party filing the grievance became aware of the violation of the contract.

Subd. 3. Days: Reference to days regarding time period in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by State law.

Subd. 4. Extension: Time limits specified in this Agreement may be extended by mutual, written agreement.

Subd. 5. Computation of Time: In computing any period of time prescribed or allowed by the procedures herein, the date of the act, event, or default for which the designated period of time begins to run, shall not be included. The last day of the period so computed shall be counted unless it is a Saturday, a Sunday, or a legal holiday, in which event, the period runs until the end of the next day that is not a Saturday, a Sunday, or a legal holiday.

Subd. 6. Aggrieved Person: The "aggrieved person" is the employee or employees filing the grievance. If in the judgment of the Exclusive Representative, the grievance affects a group of more than one (1) employee, it may be presented by the Exclusive Representative at the second step of the grievance procedure.



Subd. 7. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service or by facsimile, within the time period allowed.

Subd. 8. Reduced to Writing: "Reduced to writing" means a written statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Subd. 9. Answer: "Answer" means a written response outlining the District or District designee's position on the grievance.

Subd. 10. School District Designee: The District designee shall be the person appointed to handle the grievance at each level. The District designee shall be as follows:

Level I - Immediate Supervisor or Building Principal

Level II - Superintendent

Level III - School Board

Section 2. 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 the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the act or event giving cause to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to file a grievance from one level to another within the time period hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to resolve an alleged grievance informally between the employee and the School District's designee. The parties, by mutual agreement, may waive any step and/or extend any time limits in the grievance procedure.

Section 3. Resolution of Grievance: The school district and employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I: Within five (5) days following the receipt of the written grievance the immediate supervisor or building principal shall meet with the "aggrieved person" to resolve the grievance. If settlement is not agreed upon, the immediate supervisor or building principal shall report in writing their disposition of grievance to the Superintendent, the aggrieved person.

Subd. 2. Level II: Within five (5) days after receiving the written decision of the immediate supervisor or building principal, the Superintendent or his/her designee shall meet with the "aggrieved person" and the Union. The Superintendent shall answer the grievance in writing to the aggrieved person, and the School Board within ten (10) days.

Subd. 3. Level III: Within ten (10) days of the receipt of the Superintendent's decision, the aggrieved person may appeal the decision in writing to the School Board. The School Board shall meet with the aggrieved person within ten (10) days of receipt of the appeal in an attempt to resolve the grievance. The School Board shall issue a written decision to the aggrieved person within ten (10) days of the meeting. At the option of the School Board, a committee or representatives of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Subd. 4. Denial of Grievance: Failure by the School Board or its representatives to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Subd. 5. Appeal: If the parties do not reach an agreement in Level III, either party may request arbitration by serving a written notice on the other party of their intention to proceed to arbitration.

Section 4. Arbitration:

Subd. 1. Selection: Either party may request arbitration within thirty (30) days of the receipt of the written decision of Level III by filing with the State Bureau of Mediation Services. Upon receipt of a list of arbitrators from the State Bureau of Mediation Services, the District shall strike the first name and the parties shall

alternately strike until one name remains. The name remaining shall be the arbitrator. The striking process shall be completed within fifteen (15) days. If on the fifteenth (15th) day either party refuses to strike, the other party shall select the arbitrator from the list of arbitrators not previously struck.

Subd. 2. Submission of Grievance Information: Upon appointment of the arbitrator, the appealing party shall, within fifteen (15) days after notice of appointment, forward to the arbitrator, with a copy to the School District, the submission of the grievance that shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Section 3, Article XIII, of the grievance procedure. The School District may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 3. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 4. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 5 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 which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, it's overall budget, utilization of technology, the organizational structure, and the selection and direction and number of personnel. In considering any issue in dispute, the arbitrator's order shall give due consideration to the statutory rights and obligations of the public school district to efficiently manage and conduct it operation within the legal limitations surrounding the financing or such operations.

#### Section 5. 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 policy shall immediately thereupon waive all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it any further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the policy or to enforce the award of an arbitrator. Veterans shall have a right to process their grievance through either the grievance and arbitration clause or any rights granted under the Veteran's Preference-Act.

## **ARTICLE XII HOURS OF SERVICE**

Section 1. Shifts and Starting Time: Bus Drivers shall have a flexible schedule, as determined by the School District. The School District reserves the right to create or eliminate routes as it deems necessary.

Section 2. Compensated Time: Drivers shall be compensated for ~~the number of student attendance days~~ 173 working days as determined by the School Board.

## ARTICLE XIII SCHOOL DISTRICT EMPLOYMENT REQUIREMENTS

- I. Work Classification  
General agreements listed below shall apply to school bus drivers.
  
- II. Employment
  - A. Employees covered by this section shall be employed annually at a meeting of the Board of Education. Contracts shall be approved for one (1) year to expire on June 30<sup>th</sup>.
  
  - B. Upon initial employment and annually thereafter, each employee shall submit to the Superintendent such license, certificate, etc., his/her work may require.
    - 1. For school bus drivers, this provision requires a valid school bus driver's license.
    - 2. All school bus drivers will be subject to the Verndale Public Schools Drug and Alcohol Testing Policy.
  
- III. Medical Examination
  - A. State mandated bus driver physicals that are a requirement for the job, will be paid for by the School district if taken at a clinic designated by the School District.
  
- IV. Resignation, Dismissal and Retirement
  - A. Any employee covered by this section may resign from his position by submitting a written resignation to the Board thirty (30) days before the effective date of his/her resignation.
  
  - B. Any employee covered by this section may be dismissed by a majority vote of the Board. In the event of such dismissal, the employee shall be informed of the reasons for dismissal and shall be granted a hearing before the Board upon his/her request following the grievance procedures.
  
  - C. The Board may dismiss an employee without notice when his/her performance endangers life or property.
  
  - D. Drug & Alcohol Testing: The District will follow board policy and applicable federal and state laws.

## ARTICLE XIV RETIREMENT PROGRAMS

### Section 1: Retirement

*This Section 1 will only pertain to employees who were hired before July 1, 2010.*

Subd. 1 Regular route drivers, who have completed fifteen (15) years of service with the School District in the regular route bus driver classification shall be eligible for retirement pay pursuant to the provisions of this section upon submission of a written resignation accepted by the School Board.

Subd. 2. Eligible employees shall receive as retirement pay in the amount of his or her unused sick leave days, but in no event to exceed twenty five (25) days times his or her daily rate of pay.

Subd. 3. In applying these provisions, an employee's daily rate of pay shall be determined by the last five (5) year daily average pay rate before retirement. It shall not include any additional compensation for extra curricular activities, extended employment or other extra compensation. The formula for daily average will be as follows:

Total five (5) year basic salaries divided by the total number of contract days.

Subd. 4. Retirement pay shall be paid by the School District in equal annual installments over a time period not to exceed one (1) years from the effective date of the retirement and shall not be granted to any employee who is discharged for cause by the School District.

Subd. 5. Retirement pay may be used in conjunction with the school-sponsored flexible benefit plan as provided by federal statute.

Section 2: 403B Matching Contribution Plan

*Pertains to regular route (both the a.m. and p.m. routes) full-time drivers only.*

Subd. 1. Eligibility: Beginning July 1, 2010, employees as defined in Article III, Section 2. of this Agreement, who have completed at least four (4) years of employment in the School District shall be eligible to participate in a 403B matching contribution plan pursuant to M.S. 356.24.

Subd. 2. School District Matching Contribution: The School District will match eligible annual employee contributions based on the following matrices. These matrices shall be used to determine the maximum School District contribution levels per school year.

Years of Service	School District Match per Year
1-4	\$ 00.00
5-9	\$ 200.00
10-15	\$ 300.00
16-20	\$ 400.00
21+	\$ 500.00

Driver must drive both a.m. and p.m. routes on a full-time basis.

Subd. 3. 403B Matching Lifetime School District Contribution:

The maximum lifetime matching contribution by the School District for each individual qualifying driver shall not exceed \$3,~~000~~500.00.

Subd. 4. Authorization Agreement: A salary reduction authorization agreement must be completed by the eligible employee by September 5th of the school year for the employee to initiate or change contributions in the 403B matching contribution plan for the school year.

Subd. 5. Employees on Unpaid Leave: Employees on unpaid leaves may not participate in the matching program while on leave.

Subd. 6. Pre-July 1, 2010 Bus Drivers: Bus Drivers hired before July 1, 2010, will continue to be covered under the retirement language of Article XIV, Section 1. The School District shall, however, subtract any amount paid to the 403B matching contribution plan from the amount a bus driver would be guaranteed in Article XIV, Section 1. The balance of the early retirement, if such exists, shall be paid by the School District according to Article XIV, Section 1, Subd. 4. Combined plans will not exceed the following limits:

The maximum lifetime matching contribution by the School District for each individual qualifying driver shall not exceed \$3,000.00.

Employees hired after July 1, 2010, will not be eligible for retirement pay as described in Article XIV, Section 1.

**ARTICLE XV  
LEAVES OF ABSENCE**

A. Ten (10) days sick or emergency leave shall be credited to each employee covered by this section annually on September 1<sup>st</sup>, two (2) days to be granted the 1<sup>st</sup> day of employment and one (1) day the first of each succeeding month until ten (10) days are credited. This leave applies to the illness of the employee, and /or

serious illness or death in the immediate family of the employee, and shall be without loss of salary or fringe benefits. This section shall not apply to absences, which occur during summer school.

- B. Sick leave will cover all regular routes and special education trips. School day shall be defined as 8:00 a.m. to 3:15 p.m.
- C. For purpose of this section, immediate family shall mean minor child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent according to MN Statute 181.9413.
- D. Days of leave provided under this section, if not used in any given year, shall accumulate to a maximum of eighty (80) days.
- E. For absence under this section, exceeding three (3) days, employees shall be required to submit a statement from a medical doctor substantiating claims for sick leave. The Superintendent may require such a statement in connection with absence of shorter duration.
- F. Personal Days: Two (2) personal days shall be granted, for situations that arise requiring the employees' personal attention, which cannot be attended to when they are not required to be on route duty, and which are not covered under any other provisions in this Agreement. These days are to be pre-approved by the Superintendent in advance unless there is a case of an emergency.
  - a. Unused personal days will be paid out on the June 15<sup>th</sup> payroll at the rate of \$40.00 per route or \$80.00 per day. A Payout Request form must be submitted to the payroll office by June 1 to receive payment.
- G. Workers' Compensation: Pursuant to M.S. Ch.176, an employee injured on the job in the service of the School District and collecting workers' 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.
- H. Family and Medical Leave: The District shall follow State and Federal Law.

## ARTICLE XVI TERMS OF EMPLOYMENT

All contracts with employees covered by this Agreement shall be dated July 1<sup>st</sup> and shall expire the following June 30<sup>th</sup>. Employment contracts with individuals may be terminated during the year when positions are reduced or where there is just cause.

## ARTICLE XVII SALARY AND BENEFITS

### Section 1. Salaries

Subd. 1. Salary for all bus drivers covered by this Agreement shall be listed in Appendix A for ~~20172019-2018-2020~~ and Appendix B for ~~20182020-20192021~~.

### Section 2. Extra Duty Payments

1. Bus trips taken outside of school hours will be paid at three (3) hour minimum time to be measured from departure time to return.

2. Trips taken during school hours, requiring absences from regular driving duties, shall be paid for as provided in Section 1, Subd. 1.
3. Extra Trips: Extra trips shall be offered on a rotational basis among the sub driver. If no sub driver is available, the extra trips shall be offered by seniority to regular drivers.
  - a. ECSE and Summer School driving shall be offered by seniority to regular route drivers.
  - b. Summer Rec. driving shall be offered on a rotational basis among the sub drivers.
  - c. Extra trip assignments: Maximum of six (6) hours. It shall be up to the discretion of the Superintendent to pay the assigned driver the minimum of two (2), three (3) hour trips when the destination and length of trips/events are such that it is more economical for the School District in this assignment to do so.
4. Drivers and Trip Length: For trips of twelve (12) hours or more in duration, two (2) drivers will be sent with each bus if so determined by Administration.
5. Reimbursement for Expenses: The School District will not reimburse drivers for meals while on a trip. When overnight lodging is necessary, reimbursement will be authorized upon receiving a proper receipt.
6. Bus Driver Records: Bus driver's official records will be reviewed each six months as recommended by the State Department of Education. Any violations shall be entered on the bus driver's employment record, and when appropriate reviewed by the Board of Education. In the event that said record is unsatisfactory, the Board may terminate the driver's employment contract and hire a replacement driver, or reassign their duties.
7. Random Drug Testing: If a driver is called upon for random drug testing, and this requires a trip to a clinic designated by the School District, the driver will be compensated \$20.00 for his time and mileage. If the driver is on duty at the time and can fit the testing in with his trips, there will be no compensation.
8. Workshop Participation: Participation in bus driver workshops required by the School District will be reimbursed at the rate of \$~~13~~14.00 per hour of attendance.
9. Route Determination Pay: Regular Route Drivers will be allowed up to three hours prior to the start of the school year to plan route pickup/dropoff times and route length. This Route Determination pay will be reimbursed at the rate of \$~~12~~13.00 per hour with a maximum reimbursement of \$~~36~~39.00.
10. Bus Maintenance/Washing: Bus maintenance and washing must be approved by the supervisor and will be compensated at the bus driver's hourly extra-curricular rate of pay.

### Section 3. Assignment of Extra-Curricular Routes

Regular route and special trip bus driving will be assigned in the following manner:

1. The assignments for extra-curricular routes ~~drivers~~ will be assigned in the following manner. 1) All trips will be assigned on an equitable basis. 2) All ~~sub~~ drivers will be expected to take their fair share of all available trips. This includes subbing for the morning as well as the afternoon regular routes, extracurricular runs, late bus runs, special trips, etc. 3) In the event that a prolonged absence is expected from a regular route driver, then the substitute driver shall work this regular route on an ongoing basis and other trip assignments will be adjusted accordingly. 4) It shall be up to the discretion of the Superintendent or designee to assign a coach/teacher to drive to an event, provided the coach/teacher is properly licensed.
2. In the event that seniority is equal among drivers, it shall be up to the discretion of the Superintendent or designee to assign routes or trips in an equitable manner in regard to a balanced rotational basis. Other factors which may be of concern, e.g. availability, driving record, etc.
- ~~3. In the situation where a substitute's driving record is of concern, it shall be up to the school board to review seniority and make any possible adjustments.~~

Section 4 Schedule Placement for Drivers

1. Substitute or Extra-Curricular drivers who accept a regular route position will begin at the Start Step on the Regular Route schedule.
2. Regular route drivers who accept an Extra-Curricular assignment or Special Ed. Trip will be compensated per the appropriate schedule according to their number of year's experience as a Regular Route driver OR based on the number of years experience on the appropriate schedule, whichever is greater.

**ARTICLE XVIII  
TRAVEL AND SUBSISTENCE**

Travel and Subsistence

Any school employee who must travel and lodge away from home while on school business shall be reimbursed for expenses incurred in the accordance with the following policy.

1. If a personal car is used for travel by a bus driver for reasons approved by the Superintendent or the Board of Directors, they shall be reimbursed at the School District rate. If a school vehicle is available, then the bus driver shall use the School District vehicle.
2. Expenses for lodging, etc., while on school business shall be reimbursed on the basis of Board approval of an itemized statement of such expense.

**ARTICLE XIX  
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, 2019, 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, and 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 term 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 negotiations during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

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

VERNDALE PUBLIC SCHOOL  
DISTRICT NO. 818

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, BUS DRIVERS  
LOCAL NO. 70



\_\_\_\_\_  
**Board Chairperson**

\_\_\_\_\_  
**Business Manager**

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

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Board Clerk**

\_\_\_\_\_  
**Recording Secretary**

On this \_\_\_\_ day of \_\_\_\_\_, ~~2018~~2019

\_\_\_\_\_  
**Business Representative**

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

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

On this \_\_\_\_ day of \_\_\_\_\_, ~~2018~~2019

REGULAR ROUTE	BASE YEAR		
	1	2	3
Assigned Daily Miles			
1-33	1	7,227.20	14,454.40
34-39	2	7,393.50	14,787.00
40-45	3	7,559.80	15,119.60
46-51	4	7,726.10	15,452.20
52-57	5	7,892.40	15,784.80
58-63	6	8,058.70	16,117.40
64-69	7	8,225.00	16,450.00
70-75	8	8,391.30	16,782.60
76-77	9	8,557.60	17,115.20
78-83	10	8,723.90	17,447.80
84-89	11	8,890.20	17,780.40
90-95	12	9,056.50	18,113.00
96-101	13	9,222.80	18,445.60
102-107	14	9,389.10	18,778.20
108-113	15	9,555.40	19,110.80
114-119	16	9,721.70	19,443.40
120-125	17	9,888.00	19,776.00
126-131	18	10,054.30	20,108.60
131+	19	10,220.60	20,441.20

EXTRA-CURRICULAR RUNS	Non Union	Union
STEP 1	\$ 15.87	14.90 per hour
STEP 2	\$ 16.39	15.40 per hour
STEP 3	\$ 16.92	15.89 per hour

LATE BUS RUNS
1 \$ 34.04 per trip +
2 \$ 34.75 per trip +
3 \$ 35.44 per trip +

SPECIAL ED TRIPS
1 \$ 15.12 per trip
2 \$ 15.62 per trip
3 \$ 16.15 per trip

REGULAR ROUTE	1st Year (2019-2020)		
	1	2	3
Assigned Daily Miles			
1-33	1	7,364.52	14,729.03
34-39	2	7,533.98	15,067.95
40-45	3	7,703.44	15,406.87
46-51	4	7,872.90	15,745.79
52-57	5	8,042.36	16,084.71
58-63	6	8,211.82	16,423.63
64-69	7	8,381.28	16,762.55
70-75	8	8,550.73	17,101.47
76-77	9	8,720.19	17,440.39
78-83	10	8,889.65	17,779.31
84-89	11	9,059.11	18,118.23
90-95	12	9,228.57	18,457.15
96-101	13	9,398.03	18,796.07
102-107	14	9,567.49	19,134.99
108-113	15	9,736.95	19,473.91
114-119	16	9,906.41	19,812.82
120-125	17	10,075.87	20,151.74
126-131	18	10,245.33	20,490.66
131+	19	10,414.79	20,829.58

EXTRA-CURRICULAR RUNS	Non Union	Union
STEP 1	\$ 16.17	15.18 per hour
STEP 2	\$ 16.70	15.69 per hour
STEP 3	\$ 17.24	16.19 per hour

LATE BUS RUNS
1 \$ 34.69 per trip +
2 \$ 35.41 per trip +
3 \$ 36.11 per trip +

SPECIAL ED TRIPS
1 \$ 15.41 per trip
2 \$ 15.92 per trip
3 \$ 16.46 per trip

REGULAR ROUTE	2nd Year (2020-2021)		
	1	2	3
Assigned Daily Miles			
1-33	1	7,504.44	15,008.89
34-39	2	7,677.12	15,354.24
40-45	3	7,849.80	15,699.60
46-51	4	8,022.48	16,044.96
52-57	5	8,195.16	16,390.32
58-63	6	8,367.84	16,735.68
64-69	7	8,540.52	17,081.04
70-75	8	8,713.20	17,426.40
76-77	9	8,885.88	17,771.76
78-83	10	9,058.56	18,117.12
84-89	11	9,231.24	18,462.47
90-95	12	9,403.92	18,807.83
96-101	13	9,576.60	19,153.19
102-107	14	9,749.28	19,498.55
108-113	15	9,921.95	19,843.91
114-119	16	10,094.63	20,189.27
120-125	17	10,267.31	20,534.63
126-131	18	10,439.99	20,879.99
131+	19	10,612.67	21,225.34

EXTRA-CURRICULAR RUNS	Non Union	Union
STEP 1	\$ 16.48	15.47 per hour
STEP 2	\$ 17.02	15.99 per hour
STEP 3	\$ 17.57	16.50 per hour

LATE BUS RUNS
1 \$ 35.35 per trip +
2 \$ 36.08 per trip +
3 \$ 36.80 per trip +

SPECIAL ED TRIPS
1 \$ 15.70 per trip
2 \$ 16.22 per trip
3 \$ 16.77 per trip

