AGREEMENT

between

WHITE BEAR LAKE ISD #624

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 70

BUS DRIVERS
BUS AIDES

July 1, 2017 through June 30, 2019
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ARTICLE I – PURPOSE

Section 1. Parties. THIS AGREEMENT is entered into between the School Board of Independent School District No. 624, White Bear Lake, Minnesota (hereinafter referred to as the School Board or School District) and the International Union of Operating Engineers, Local No. 70 (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 P.E.L.R.A.) to provide the terms and conditions of employment for bus drivers and bus aides during the duration of this Agreement.

ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the P.E.L.R.A., the School Board recognizes the International Union of Operating Engineers, Local No. 70, as the Exclusive Representative for bus drivers and bus aides employed by the School Board of Independent School District No. 624, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

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

ARTICLE III – DEFINITIONS

Section 1. Terms and Conditions of Employment. Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance of retired employees or 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 PELRA section 179A.07.
Section 2. Description of Appropriate Unit. For purposes of this Agreement, the appropriate unit shall mean all persons employed by the School District as bus drivers or bus aides, but excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employees' appropriate unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven days (67) working days in any calendar year, and emergency employees.

Section 3. Definition of Full-time Employee. A full-time employee is defined as any employee who works a minimum of thirty (30) hours per week.

Section 4. Definition. Any reference to the School Board or School District in this Agreement shall mean the School Board or its designated officials or representatives.

Section 5. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV – SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights. The Exclusive Representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel; and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

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 parties recognize that all employees covered by this Agreement shall perform the services and duties 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, insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State.

ARTICLE V – EMPLOYEE RIGHTS

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

Section 2. Right to Join. The School Board recognizes the right of employees to form and join labor or employee organizations.

Section 3. Request for Dues Check Off. Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any employee organization that has lost its right to dues check off pursuant to M.S. 179.64 to M.S. 179.75 of the P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the School District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Deductions shall be made each month and transmitted to the designated organizations together with a list of names of the employees from whom deductions were made.
ARTICLE VI – RATES OF PAY

Section 1. Effective Date. The wages and salaries reflected herein shall be a part of this Agreement and shall be effective as provided herein.

Section 2. Step Increase Status.

Subd. 1. Eligible employees shall advance one step effective July 1. Upon the expiration of this Agreement, a step is not automatic and is subject to re-negotiation. An employee hired prior to January 1 shall be eligible for step advancement on July 1. An employee hired after January 1 shall be eligible for an increase in his/her current rate on July 1 but shall not be eligible for step advancement until the following July 1.

Section 3. Basic Rates of Pay.

| Bus Aides   | Effective  | Effective  |
|            | July 1, 2017 | July 1, 2018 |
| Year 1     | $17.11      | $17.45      |
| Year 2     | $17.71      | $18.06      |

| Bus Drivers | Effective  | Effective  |
|            | July 1, 2017 | July 1, 2018 |
| Year 1     | $18.21      | $18.57      |
| Year 2     | $18.70      | $19.07      |

Subd. 1. A bus driver employed as a “bench driver” who drives bus and assists the mechanics as needed will be paid twenty cents ($0.20) additional wage per hour.

Section 4. Longevity Pay.

Subd. 1. Employees with ten (10) years of service in the unit and the District shall receive an additional $0.50 per hour above base pay.
Subd. 2. Employees with fifteen (15) years of service in the unit and the District shall receive an additional $0.60 per hour above base pay.

Subd. 3. Employees with twenty (20) years of service in the unit and the District shall receive an additional seventy-five cents ($0.75) per hour above base pay.

Subd. 4. Employees with twenty-five (25) years of service in the unit and the District shall receive an additional $1.00 per hour above base pay.

Section 5. Other Pay Rules.

Subd. 1. Overtime required and authorized by the administration shall be paid at the rate of time-and-one-half (1-1/2) for all hours over forty (40) work hours in the week, except if the duty day or duty week is modified pursuant to Article XII, Section 1; overtime shall apply only for hours worked over forty (40) hours per week.

Subd. 2. Waiting time for all extra-curricular and field trips will be paid at straight time unless the time exceeds forty hours per week, then it will be paid at the overtime rate.

Subd. 3. Extra-curricular and Field Trips. There shall be two (2) hours minimum pay for all extra-curricular and field trips outside the School District.

Subd. 4. In the event an employee reports to work and is sent home due to no available work, such employee shall receive a minimum of two (2) hours at the regular rate of pay.

ARTICLE VII – EARLY RETIREMENT

Section 1. Eligibility. Employees hired prior to 7/1/2012 and who have completed the prescribed number of continuous years of service in the School District as defined in Section 5 (fifteen (15) years for Plan A and twenty (20)
years for Plan B) shall be eligible for severance pay, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School Board.

For purposes of this Article, all contracted part-time employment shall be credited toward accumulated years of service by dividing the number of hours worked in a year by one thousand and twenty (1,020) (6 hours x 170 days) yielding a partial year to be added to the total employment history.

Section 2. Days. Eligible employees, upon early retirement as per Section 5, shall receive as severance pay an amount representing fifty (50) days' pay.

Section 3. Sick Leave Addition. In addition to the severance pay provided in Section 2 hereof, an employee shall be eligible to receive as severance pay upon his/her retirement per Section 5, the amount obtained by taking one third (1/3) of the employee's unused number of disability leave days, but in any event not to exceed seventy-five (75) days' pay.

Section 4. Rate. In applying these provisions, an employee's daily rate of pay shall be the basic daily rate at the time of retirement.

Section 5. Plans. Members of the Bargaining Unit who are employed by the School District as of January 1, 1994, are eligible for severance Plan A. Employees hired after January 1, 1994, must qualify for severance in accordance with Plan B.

Plan A. An employee who is at least fifty-five (55) years of age and has completed at least fifteen (15) years of continuous service with the School District shall be eligible for severance pay as defined and limited in Section 2 and 3 of this Article (VII).

Plan B. An employee who is at least fifty-five (55) years of age and has completed at least twenty (20) years of continuous service with the School District shall be eligible for severance pay as defined and limited in Sections 2 and 3 of this Article (VII).
Section 6. Discharge. Severance pay shall not be granted to any employee who is discharged for cause by the School District.

Section 7. Payment. Severance payments will be made by the District in January and July of a school year.

Section 8. Payments Upon Death. If an employee dies before all or a portion of the payments have been dispersed, that balance due shall be paid to a named beneficiary, or lacking same, to the deceased's estate.

If an employee, eligible for severance pay, dies prior to submitting a written resignation, the severance pay that the employee was entitled to prior to death will be paid to a named beneficiary or, lacking same, to the deceased's estate.

Section 9. Retroactivity. This Article shall not apply retroactively to any employee who retires prior to the execution of this Agreement.

Section 10. Insurance Option. An employee who retires early pursuant to this Article shall be eligible to continue participation in the School District group medical-hospitalization insurance plan, but shall pay the entire premium for such insurance commencing with the date of his/her early retirement. It is the responsibility of such an employee to make arrangements with the school Department of Human Resources to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The employee's right to continue participation in such group insurance, however, will be discontinued five (5) years beyond the employees eligibility for Medicare.

Subd. 1. Age 60 Option. The School District will pay the same amount as provided for other eligible bus drivers or bus aides for single health coverage for an employee retiring at age sixty (60) or more for five (5) years or until eligible for Medicare, whichever occurs first, providing the employee has fifteen (15) years of full-time continuous years of service, if hired before July 1, 2014.
Section 11. The School District shall annually make a contribution to a post-retirement medical care savings plan for employees who are not eligible for any School District paid post-retirement health care benefits.

Effective July 1, 2014, an employee hired after said date shall receive a School District contribution of $800.00 per year to their post retirement savings plan for medical care. School District contributions will be pro-rated for less than full-time employees.

Benefits provided under this section apply only to employees who are permanently employed.

ARTICLE VIII – MATCHING ANNUITY

Section 1. Matching Annuity. An Employee with ten (10) years of service with the School District may participate in a District matching annuity program as provided in M.S.356.24.

Section 2. District Contribution. The School District shall contribute an amount matching the Employee's contribution up to a maximum of one thousand dollars ($1,000.00) annually.

Section 3. Severance Pay Reduction. Total severance pay will be reduced by an amount equal to any and all School District contributions toward the matching annuity plan for those Employees eligible for severance.

ARTICLE IX – GROUP INSURANCE

Section 1. Selection of Carrier. The selection of the insurance carrier and policy shall be made by the School Board.

Section 2. Medical-Hospitalization Insurance.

Subd. 1. Single Coverage. The School District will contribute a sum not to exceed the below listed amounts, per month, toward the cost of the
premium for the medical hospitalization plan for individual coverage for each employee employed by the School District who qualifies for and is enrolled in the group medical-hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

- Effective January 1, 2018 = $493.50 per month
- Effective January 1, 2019 = $505.84 per month

Subd. 2. Family Coverage. The School District will contribute a sum not to exceed the below listed amounts, per month, toward the cost of the premium for the medical-hospitalization plan for family coverage for each full-time employee employed by the School District who qualifies for and is enrolled in one of the group’s medical-hospitalization plans and is eligible for family coverage. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction.

- Effective January 1, 2018 = $1,241.07 per month
- Effective January 1, 2019 = $1,272.10 per month

Subd. 3. Health Reimbursement Account (HRA). The District shall offer a high-deductible health insurance plan coupled with a HRA (Health Reimbursement Account) in addition to its other health insurance plan. Each employee who chooses to enroll in the high deductible/HRA plan shall receive a District contribution to a HRA account set up for that employee. The following provisions shall apply to the high-deductible HRA plan offered by the District:

1. Single Coverage. The deductible on a single policy will be two thousand dollars ($2,000.00). The District will make a one thousand five hundred dollar ($1,500.00) annual contribution, paid on a semi-annual basis, to the employee’s HRA account. The District shall pay the below listed amounts, per month, towards the basic single premium for the high-deductible plan. The cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction.
- Effective January 1, 2018 = $498.75 per month
- Effective January 1, 2019 = $511.22 per month

2. **Family Coverage.** The deductible on a dependent policy will be four thousand dollars ($4,000.00). The District will make a three thousand dollar ($3,000.00) annual contribution, paid on a semi-annual basis, to the employee’s HRA account. The District shall pay the below listed amounts, per month, toward the cost of the dependent premium for the high-deductible plan. The cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction.

- Effective January 1, 2018 = $1,170.75 per month
- Effective January 1, 2019 = $1,200.02 per month

3. If a qualified employee enters the HRA plan as a participant on a date after January 1, the School District shall prorate the amount of the School District HRA contribution to reflect the late entry. This prorated amount will be determined by the number of days the employee is employed compared to the total employment days of a full time employee.

4. If an employee submits evidence of hardship, the School District will make the remainder of the annual contribution to the employee’s HRA account in one payment. Upon such a payment, no further District contributions will be made for the remainder of the year. If the employee who has received this payment either voluntarily or involuntarily terminates employment with the School District or terminates coverage under the District’s high deductible/HRA plan prior to the end of the payment year, the employee will be responsible for repaying the School District for any portion of the District’s lump sum HRA contribution which was associated with the time period in which the employee was no longer employed by the School District.

**Subd. 4. Dual Enrollment.** A full-time employee whose spouse is also eligible for a District contribution to health insurance coverage by virtue
of either active full-time employment or retirement benefits shall have both the employee and the employee’s spouse insurance premium fully paid by the District. This fully-paid coverage is limited to two single policies or one family policy per employee and spouse.

Subd. 5. Participation Option. A regular employee, as defined in Article III, Section 2, who is not eligible for a District contribution toward a medical-hospitalization premium, may participate in a District medical-hospitalization plan by paying the full cost of the premium.

Section 3. Long-term Disability Insurance. The School District will pay the premium for long-term disability insurance for eligible personnel.

Subd. 1. Benefits to begin after sixty (60) calendar days of total disability.

Subd. 2. The monthly income benefits shall be sixty-six and two-thirds percent (66 2/3%) of basic monthly salary (exclusive of additional compensation).

Subd. 3. Employees have the option to pay their own long-term disability insurance through payroll deduction. Such an option must be exercised for a full contract year, and it will be necessary for such an election to be made each year.

Any employee who is hired into a full-time position will not be eligible for long-term disability insurance until after twelve (12) months from the date of hire. In the event the employee has completed his/her twelve (12) months and is placed on layoff status, he/she will not be required to wait twelve (12) months after recall to be reinstated into long-term disability insurance coverage.

Section 4. Liability Insurance. The School District will purchase liability insurance within the limitations provided by law on behalf of individual employees to cover their possible liability in the event of injury to pupils, employees, or public.
Section 5. Life Insurance. The School District will provide thirty thousand dollars ($30,000.00) in term life insurance for each eligible employee. The School District shall also arrange the life insurance program so that an eligible employee can purchase additional life insurance at his/her expense in the amount of ten thousand dollars ($10,000.00).

Section 6. Eligible Employees. The parties agree that only full-time employees shall be eligible for group insurance benefits as provided in this Article. For purposes of this Article, a full-time employee is defined in Article III, Section 3.

Section 7. Claims Against the School District. The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of this Article. It is further 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 8. Duration of Insurance Contribution. An employee is eligible for School District contributions as provided in this Article as long as the employee is employed by Independent School District No. 624. Upon termination of employment, all School District participation and contribution shall cease, effective on the last working day. New employees shall be eligible for insurance coverage and School District contribution as provided in this Article effective the first of the month following the date of employment. If the employee is hired on the first day of the month, his/her eligibility for coverage and School District contribution shall be effective immediately.

Section 9. Dental Insurance. The District shall contribute a sum not to exceed $45.00 per month toward the cost of the single dental premium for each full-time employee who qualifies for and is enrolled in a District group dental plan. The cost of the premium not contributed by the District shall be borne by the employee and paid through payroll deduction.
ARTICLE X – LEAVES OF ABSENCE

Section 1. Sick Leave.

Subd. 1. All eligible employees shall earn sick leave at the rate of one (1) day for each month of service during the first five (5) years in the employ of the School District. After five (5) years of service, each eligible employee shall earn sick leave at the rate of one and one quarter (1-1/4) days for each month of service in the employ of the School District. Sick leave will be based on ten (10) months of service per year for employees working less than twelve (12) months.

Employees contracted for at least four hours, but less than six (6) hours, per day shall earn sick hours based on five (5) contracted days per year.

Subd. 2. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.

Subd. 3. An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child (as defined by MN Statute 181.940) for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury. “Personal sick leave benefits” means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

Subd. 4. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of a prolonged illness or excess absence or systematic absence, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate is required, the employee will be so advised.
Subd. 5. Unused sick leave days may accumulate.

Subd. 6. Sick leave allowed shall be deducted from the accrued leave days earned by the employee.

Subd. 7. Sick leave pay shall be approved or denied only upon submission into the District’s automated leave system.

Subd. 8. Employees are required to give adequate notice to their supervisor when sick leave is to be taken to allow time to obtain replacements.

Subd. 9. An absence resulting from serious illness or death of a member of the family (spouse, child, sibling, parent, guardian, or related member of the household) may be extended to five (5) days with no salary deduction for each incident. These days of leave will be deducted from cumulative days credited to the employee’s individual leave account.

Subd. 10. Upon qualifying for and accepting long-term disability compensation as provided in this Article, an employee shall no longer accrue sick leave, and any sick days granted at the beginning of the school year with the expectation that the employee would earn such leave shall be prorated to reflect the exclusion of such days.

Subd. 11. Contracted employees who maintain good attendance during the school year will receive attendance incentive pay as follows:

Zero (0) hours absent equals two (2) contracted days’ pay.

Up to eight (8) hours absent, or daily hours worked, equals one (1) contracted days’ pay.

Over eight (8) hours absent, or daily hours worked, equals no additional paid days.
An absence due to a work-related injury that qualifies for paid worker's compensation insurance will not reduce an employee's entitlement to incentive pay.

For purposes of this subdivision, an employee may elect to add incentive hours to the employee's accumulated sick leave account in lieu of payment.

Section 2. Workers' Compensation.

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

Subd. 2. A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rata portions of days of sick leave or vacation time which is used to supplement workers' compensation.

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

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

Section 3. Military Leave. Military leave shall be granted pursuant to applicable laws.

Section 4. Emergency and Essential Leave.

Subd. 1. An eligible employee may be granted leave at the discretion of the School Board of no more than two (2) days per year, non-
accumulative; the days used to be deducted from sick leave, for situations that arise requiring the employee’s personal attention which cannot be attended to when school is not in session and which are not covered under other policies.

Subd. 2. Deaths, funerals, court appearances, and estate settlements are examples of situations where this leave may be granted by the School Board upon the recommendation of the Director of Human Resources.

Subd. 3. Requests for leave under these provisions must be made in writing to the Director of Human Resources at least three (3) days in advance, except in the event of an emergency. The request shall state the reasons for the proposed leave. The School Board reserves the right to refuse to grant such leave if under the circumstances involved the School Board determines such leave should not be granted.

Section 5. Discretionary Days. An employee may use up to a maximum of five (5) days of unpaid leave annually (fiscal year) upon receiving prior approval of the Director of Transportation or designee. Requests for discretionary leave must be in writing and may be submitted only for time off between September 15 and May 15 in any school year. Requests shall not be submitted more than one hundred twenty (120) days in advance. The District will limit the number of bargaining unit employees using discretionary time to two (2) on any one day and will honor requests on a first-come/first-serve basis making response to employee requests within ten (10) days.

Section 6. Medical Leave. An employee who has completed his/her probationary period and who is unable to perform duties because of illness or injury and has exhausted all sick leave credit available or has become eligible for long-term disability compensation shall, upon request, be granted a medical leave of absence, without pay, for at least one (1) year. A request for leave of absence under this Section shall be accompanied by a doctor’s written statement outlining the condition of health of the employee. The School District may, at its discretion, renew such a leave beyond one (1) year; and the request for renewal shall be accompanied by a doctor’s written statement.
Section 7. In case of inclement weather resulting in the closing of schools, contracted hours missed will be deducted from the employee's sick leave, if available. If the employee has no disability days banked or the employee does not choose to have the sick time deducted, the employee will be docked salary.

Section 8. Jury Duty Leave. An employee summoned for jury duty shall receive his/her regular salary but shall submit to the School District any jury duty fees received. The employee shall retain any expenses or mileage allowances paid by the court.

Section 9. Parenting Leave.

Subd. 1. A parenting leave may be granted by the School District subject to the provisions of this Section and/or State and Federal law. A parenting leave may be granted because of the need to prepare and provide parental care for or adoption of a child or children of the employee for an extended period of time.

Subd. 2. An employee making application for a parenting leave shall inform the Director of Human Resources in writing of intention to take the leave at least thirty (30) days before commencement of the intended leave, whenever possible.

Subd. 3. If the reasons for the parenting leave is occasioned by pregnancy, an employee may elect to utilize sick leave pursuant to the sick leave provisions of this Agreement. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

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

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

2. Permit the employee to return to the employee's employment prior to the date designated in the request for parenting leave.
Subd. 5. An employee returning from a parenting leave shall be re-employed in the same position for which the employee is qualified. If the parenting leave is over twelve (12) weeks, the employee shall return to a position for which the employee is qualified.

All rights in this subdivision will be terminated if the employee is previously discharged or the employee’s position is discontinued.

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

Subd. 7. The parties agree that the applicable periods of probation are intended to be periods of actual service enabling the School District to have opportunity to evaluate an employee’s performance. The parties agree, therefore, that the period of time for which the employee is on a parenting leave shall not be counted in determining the completion of the probationary period.

Subd. 8. An employee who returns from a parenting leave within the provisions of this Section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence beyond twelve (12) weeks for an unpaid parenting leave.

Section 10. Insurance Application. An employee on leave under this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The District will comply with Federal and/or State law with regard to District-paid premiums. Once the District discontinues any payment toward premiums, an employee must pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school Department of Human Resources to pay to the School District the monthly premium amounts in advance and on such
date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment.

Section 11. Experience Credit. An employee on leave under this Article, for twelve (12) or less weeks, shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she has accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the time that an employee is on leave, beyond the twelve (12) weeks, under this Section.

Section 12. Seniority. For purposes of seniority standing, an employee on leave, pursuant to this Article, shall continue to accrue seniority during such leaves of absence.

ARTICLE XI - HOLIDAYS

Section 1. Paid Holidays. Full-time employees shall be granted eleven (11) paid holidays as follows:

1. Labor Day
2. Thanksgiving Day
3. The day after Thanksgiving Day
4. Day before New Year's
5. New Year's Day
6. Presidents' Day
7. District Designated Holiday
8. Memorial Day
9. The day before Christmas Day
10. Christmas Day
11. Floating Holiday to be determined by School Board

Section 2. Summer Holiday. Employees working a regular summer school route will receive July 4 as a paid holiday, exclusive of Section 6 eligibility. This holiday is based on summer hours driven.
Section 3. Holiday Schedule. The holiday schedule will be posted in advance for the coming school year.

Section 4. Weekends. Holidays that fall on weekends will be observed on a day established by the School Board.

Section 5. School in Session. The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Section 6. Eligibility. In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless he/she is on an excused illness leave or on vacation under these provisions. This Article shall apply only to employees regularly employed at least nine (9) months a year and five (5) days a week. Such holiday pay shall be prorated considering the employee's work day.

ARTICLE XII – VACATIONS

Section 1. Eligibility. This Article shall apply to employees who are regularly employed on a twelve (12) month basis and thirty (30) hour week regular assignment and shall not apply to nine (9) month or part-time employees.

Section 2. Earned Vacations. Full-time employees under these provisions shall accrue vacation as follows:

Ten (10) days annually to accrue at a rate of .834 days per month during the first eight (8) years of service in the School District.

Fifteen (15) days annually to accrue at a rate of 1.25 days per month after completing eight (8) years of service in the School District.

Twenty (20) days annually to accrue at a rate of 1.67 days per month after completing fifteen (15) years of service in the School District.
Twenty-five (25) days annually to accrue at a rate of 2.09 days per month after completing twenty-five (25) years of service in the School District.

Section 3. Application.

Subd. 1. Vacations shall be determined and begin to accrue upon date of hire.

Subd. 2. If the employee resigns, he/she shall be entitled to receive the prorata pay for unused vacation time provided:

A. Such employee provides the School District with at least two (2) weeks advance notice of his/her resignation time; and/or

B. Such employee was not terminated for just cause.

Section 4. Other Vacation Rules.

Subd. 1. Employees may be allowed to take their vacation while school is in session, provided permission is granted by the Manager of Transportation or his/her designee. Requests for vacations must be submitted using the District’s automated system for prior approval to the Manager of Transportation or his/her designee. Vacations may be denied based upon the operational needs of the school district.

Vacations will be approved on a first requested basis. These days can be requested no more than 120 days in advance and no later than two (2) weeks in advance. The district will act on vacation requests within five (5) days.

Subd. 2. There will be no payment in lieu of vacation.

Subd. 3. All employees will be allowed to carry up to eighty (80) hours of accrued vacation without written notification into the next fiscal year.

Subd. 4. Vacation time will accrue based on days and months worked.
Subd. 5. Vacation accrual will be viewed on District’s intranet system.

ARTICLE XIII – BUS ROUTES AND WORK ASSIGNMENTS

Section 1. Definitions.

Subd. 1. Basic Route. Basic routes generally shall be comprised of regular routes to and from school for regular education services, special education services, non-public school services, kindergarten (excluding private school routes), and pre-kindergarten programs that are operated on a daily basis during the school year. To the extent a basic route does not exceed forty (40) hours per week for full-time employees or twenty-nine (29) hours per week for part-time employees, additional routes may be added to the basic route including, but not limited to, van, Vo-Tech, speech, activity and other routes driven on a daily and/or regular basis.

Subd. 2. Regular Route. A regular route is a route assigned on a daily or regular basis.

Subd. 3. Extra Route. An extra route is a route that is temporarily available for assignment when substitutes are not available to cover an absent employee’s entire basic route.

Subd. 4. Van Route. A van route is a route utilizing a Type III vehicle and may or may not be assigned as part of a driver’s basic route.

Subd. 5. Vo-Tech or Speech Route. A Vo-Tech or speech route is a route that generally occurs during the regularly scheduled school day but may or may not be on an inconsistent basis.

Subd. 6. Activity Route. An activity route is a route that generally occurs outside the regularly scheduled school day but on a daily or regular basis.
**Subd. 7. Summer Route.** A summer route is a regular route to and from school for extended year or similar educational services that is assigned on a daily or regular basis between the end of one school year and the beginning of the next school year. Summer routes are not part of a basic route.

**Subd. 8. Field Trips.** Field Trips do not occur on a regular basis and generally are not considered part of a basic route.

**Section 2. Full-Time Employees.** A normal work week for regular full-time employees shall consist of thirty (30) hours or more per week during weeks where school is in session.

Full-time bus drivers will be given an opportunity to drive extra trips when their schedule permits, providing it does not involve overtime.

**Section 3. Part-Time Employees.** The School District reserves the right to employ such part-time personnel as deemed necessary and desirable, consistent with the provisions of this Agreement.

**Section 4. Starting Times.** Starting times and ending times shall be determined by the School District. Actual time worked shall be rounded up to five (5) minute increments. For example, if an employee works until 10:23AM, the employee shall be paid until 10:25AM. All duties shall be included and compensated for including time spent completing paperwork, cleaning, and fueling of buses upon pre-approval of the Manager of Transportation or his/her designee.

Bus Drivers shall have a fifteen (15) minute “check-in” and “pre-trip” included at the beginning of the daily route. Bus Aides shall have a five (5) minute “check-in” included at the beginning of the daily route.

**Section 5. Assignment of Bus Routes.**

**Subd. 1.** All basic routes shall be posted in August for Employees to bid upon on the basis of seniority. The process shall be as follows:
A. One week prior to the School In-Service, the District shall have the Routes posted for inspection by Employees for three (3) days (8:00am-4:00pm). All Routes shall be posted by Route number and weekly scheduled hours.

B. On the fourth day, each Employee shall have a specific time (notified in writing in advance) when the Employee can select their Route. These times shall be in 10 minute increments and shall start at 8:00 am.

C. If an Employee does not show up for their specific time slot, they can show up later in the day and choose from what Routes are still available.

D. If an Employee is unavailable on Route Pick Day, they can have another Employee choose their Route for them (the District will have a form for them to use that must be signed by the Employee).

E. The order for choosing Routes shall be by seniority in the bargaining unit.

F. If an Employee does not pick a Route on a specified day, Employee(s) will be assigned an open Route based on their seniority.

G. By October 15th of each school year, the updated hours and routes will be posted in the Bus Garage.

Subd. 2. When a route becomes available, the District will post the basic routes and assign the routes according to seniority. Probationary employees may bid on routes, but do not have any seniority rights for such positions.

Subd. 3. Postings shall be for a period of three (3) work days during the regular school year. Postings during the summer months will be on June 1, July 1, August 1 (for one (1) week), and August 15 (for three (3) days). A written notice shall be posted on the official bulletin board at the bus garage indicating the positions open. The last posting, for three (3) days prior to the beginning of the school year, will be on the Monday before Labor Day or the first day of a scheduled safety meeting, whichever occurs first.
The Employer shall notify the employee who has received an assignment for a posted vacancy and immediately thereafter post the assignment notification on the official bulletin board.

Subd. 4. All routes not regularly assigned to a full-time or part-time driver will be posted as temporary work and assigned based on seniority provided the assignment does not conflict with basic routes or prior assignments and does not result a full-time driver working more than forty (40) hours per week or part-time driver working over twenty-nine (29) hours per week.

Subd. 5. In the event a Full Time Employee is on a Medical Leave of Absence, the position may be posted as Temporary position, allowing a Part Time Employee to bid on such position. When the Full Time Employee returns in accordance with this contract and applicable Statutes, that Employee has the right to return to the position. The Part Time Employee will then have the right to return to their previously held position.

Section 6. Extra Work List. All bus drivers and bus aides shall be required to state in writing if they wish to be on the extra work list. Bus drivers and bus aides will not be assigned to extra work if it interferes with regularly scheduled bus routes, nor shall the School District be required to make assignments other than on straight-time pay. An employee can add or remove their name from the list at any time.

When substitute drivers are not available to cover an absent employee’s entire basic route, the District shall use the extra work list to assign parts of the basic route not covered. Extra Work shall be assigned by seniority unless the assignment would result in a conflict with the senior employee’s basic route or result in a full-time employee working more than forty (40) hours per week.

Section 7. Summer Extra Work List. All bus drivers and bus aides shall be required to state in writing if they wish to be on the summer extra work list. An employee can add or remove their name from the list at any time.
Section 8. Field Trips.

Subd. 1. Posting of Field Trips: Given advance knowledge of field trips for the following week, such trips shall be posted no later than Tuesday at 8:00 a.m. and will remain posted until 10:00 a.m. on Thursday of the week preceding the scheduled trip(s).

Subd. 2. Short Notice Field Trips: All field trips for the following week that are not in by 8:00 a.m. on Tuesday shall be posted the day they arrive, and shall remain posted until 10:00 a.m. on Thursday of the preceding week.

Field Trips that become available after 8:00 a.m. on Thursday for the following or same week, shall be posted no later than 1:30 p.m. and shall remain posted until 4:30 p.m. on the day that they become known.

Subd. 3. Employees wishing to be considered for any of the posted field trips must sign their name on the posting. When an employee signs up for multiple postings occurring at the same time, the employee must indicate the employee's preference using a numerical ranking (1 for first preference, etc.). The most senior employee based on the employee's original date of hire with the School District will be assigned the field trip based upon the senior employee's indicated preference.

Subd. 4. Field trip postings coordinated by the Transportation Department shall include departure and estimated return times, number of buses requested, and the requesting party.

Subd. 5. Employees covered by this Agreement shall have first consideration for assignment of all field trips after 4:15 p.m. or when school is not in session. Employees will not be able to take field trips in lieu of their contracted work assignment. The District also may deny an assignment to a senior employee if the assignment would result in hours beyond forty (40) per week.

The employee will be notified at the earliest opportunity when the employee has received an field trip assignment. The employee is
expected to be available for all field trip assignments for which the employee has signed.

Subd. 6. Drivers who are awarded field trips on non-school days, but are on sick leave the preceding work day, will forfeit that trip.

Subd. 7. In the event no employee has signed for a summer field trip, the District will contact employees who have signed on the Summer Work List to fill such field trip.

Section 9. Summer Routes. Summer routes will be posted and shall be assigned to the most senior full-time driver or aide. If no full-time drivers or aides have signed for summer routes, routes will be offered to part-time drivers or aides in order of seniority. Summer assignments will first be assigned to employee's who can work the entire assignment.

Section 10. Extra Van Routes. Bus Aides shall have the opportunity to sign postings for extra Van routes during the school year and summer, provided the Bus Aide is qualified and does not conflict with their regular scheduled hours and does not move the Employee from part-time to full-time status. Extra van routes are those routes that may or may not be assigned by the School District to a full-time or part-time bus driver.

Section 11. Compensatory Time. Employees will be allowed to accrue compensatory time in lieu of overtime at the rate of one-and-one-half (1-1/2) times with prior approval. Employees will be allowed to accrue up to a maximum of the equivalent of one (1) normal work day to be taken with prior approval.

Section 12. School Closings. The procedure to notify bus drivers that school is closed because of inclement weather or other reasons has been identified.

Subd. 1. The Director of Transportation will establish a calling system (pyramid) whereby the transportation staff will be assigned to call other staff members to notify them that school will be closed. The system of list of persons to call will be completed by the first of November each year.
Subd. 2. The calling system will consider the distance traveled to get to work; i.e. staff living the longest distance from work will be called first.

Subd. 3. Each member of the transportation staff will be responsible to ensure that the Transportation Office has his/her correct telephone number available at all times.

Subd. 4. The Transportation Office will be responsible to keep the calling list current and notify the staff of any telephone changes.

Section 13. Miscellaneous.

Subd. 1. Drivers will be paid for regularly-scheduled activity and Vo-Tech routes, if cancelled by the School District, unless a two (2) week prior notice has been given.

Subd. 2. Drivers/Aides who are requested to meet with District Administration before or after regular work hours will be paid on a time-sheet basis. The meetings must be pre-approved by the Manager of Transportation or his/her designee.

Subd. 3. All Kindergarten drivers will be paid three-fourths (3/4) of an hour extra each day for time worked during the first four (4) days of school.

Subd. 4. Kindergarten drivers will not be paid for Kindergarten routes on the days that Kindergarten is cancelled for Parent-Teacher Conferences.

Subd. 5. When there is a non-school day for White Bear Lake Schools the basic routes for private schools or routes for other public schools that are scheduled will be offered as Extra Work. The assignment shall not result in a full-time employee working over forty (40) hours per week.
ARTICLE XIV - SENIORITY

Section 1. Recognition. The parties recognize the principle of seniority in the application of this Agreement within the classifications of bus drivers and bus aides concerning reduction in work force and position openings. In the event of layoffs, reverse seniority shall apply in accordance with the provisions of this Article and employees will be recalled in seniority order.

Section 2. Seniority Date. Employees shall acquire seniority upon completion of the probationary period; upon acquiring seniority, the employee's seniority date shall be that of the first day of paid employment in the bargaining unit. If more than one employee's seniority date is on the same date, seniority ranking shall be determined by lot.

Section 3. Entitlement. In the event that an employee's position is eliminated or reduced from full-time to part-time or reduced in hours per week by seventy-five (75) minutes or more for a period of at least fifteen (15) consecutive business days, the affected employee shall have rights to reassignment in accordance with the following.

Subd. 1. A full-time employee whose position is eliminated or whose hours are reduced from full-time status to part-time status or by seventy-five (75) minutes or more per week, for a period of at least fifteen (15) consecutive business days, may exercise entitlement rights to the entire basic route of the least senior full-time employee that would restore the largest amount of lost hours and accommodate the employee's work schedule as assigned by the District. A full-time employee who does not have sufficient seniority to displace the least senior full-time employee shall be placed into part-time status.

Subd. 2. A part-time employee whose position has been eliminated or whose hours have been reduced by seventy-five (75) minutes or more per week, for a period of at least fifteen (15) consecutive business days, may exercise entitlement rights to the entire basic route of the least senior part-time employee that would restore the largest amount of lost hours and accommodate the employee's work schedule as assigned by the District.
Subd. 3. Employees have the option to not exercise entitlement rights by electing to go on lay-off.

Subd. 4. Employees who wish to exercise their entitlement rights must do so within twenty (20) work days following the posting of the final assignment schedule (which includes total number of hours of the assignment) in the fall of every year.

Section 4. Lay-Off Application. An employee on lay-off shall retain his/her seniority and right to recall within classification (Bus Driver and Bus Aide) in seniority order for a period of twenty four (24) months of lay-off.

Section 5. Termination of Seniority. Seniority rights shall terminate upon the resignation or termination of an employee pursuant to this Agreement or after twenty-four (24) months of lay-off.

Section 6. All Seniority lists shall be posted in the Bus Garage. The District shall post an updated seniority list on a quarterly basis.

ARTICLE XV – DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period. An employee under the provisions of this Agreement shall serve a probationary period of nine (9) months of service during the regular school year during which time the School District shall have the unqualified 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, discharge, or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Completion of Probationary Period. An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for cause. An employee who has completed the probationary period and is suspended without pay, discharged, or otherwise disciplined shall have access to the grievance procedure.
Section 3. Employee Discipline. The Employer will discipline employees for just cause only. Any or all of the following steps may be skipped or repeated based on the severity of the infraction:

A. Oral Reprimand  
B. Written Reprimand  
C. Suspension  
D. Termination  

Copies of all disciplinary actions shall be sent to the Union Office. Employees may examine all information in their personnel file including work evaluations, commendations, and disciplinary actions. Files may be examined at reasonable times in the presence of the Employer. Employees shall have the right to provide written response to any document in their official personnel file.

An employee in an investigatory meeting, that may result in disciplinary action, shall be informed of their right to have Union representation at the meeting.

Employees who are disciplined shall have the right to grieve such actions through the provisions of Article XVI.

ARTICLE XVI – GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative. The employee, the Union, the administrator(s), or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.
Section 3. Definitions and Interpretations.

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

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

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

Subd. 4. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United State Postal Service within the time period.

Section 4. Time Limitation and Waivers. Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Director of Transportation or 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 date the event giving rise to the grievance occurred, or after the date on which the grievant, through the exercise of reasonable diligence, should have known of the facts giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally with the Director of Transportation.
Section 5. 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:

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

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Executive Director of Business Services or designee, 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 to the Executive Director of Business Services or designee, the Executive Director of Business Services or designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Executive Director of Business Services or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Superintendent of Schools or designee, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent or designee, the Superintendent or designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Section 6. Denial of Grievance. Failure by the School District or its representative(s) to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.
Section 7. Arbitration Procedures. In the event that the Union and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III.

Subd. 2. Prior Procedure Required. No grievance shall be considered by an 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 after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to provide a list of seven arbitrators pursuant to M.S. 179A.21, Subd. 2.

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

Subd. 5. Decision. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

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

Subd. 7. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement, nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Grievance Form. Grievances must be filed on the form provided in this section or a similar form with copies sent to personnel designated on the District form. Forms shall be supplied by the School District when requested.
GRIEVANCE REPORT FORM
White Bear Lake Public Schools

Grievance No. ________________________________

Name: ____________________________ Building ____________________

Date Grievance Occurred ______________________

Statement of the Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Dated: ____________________________

_______________________________
Signature of Grievant

_______________________________
Signature of Union Representative

Copies: Superintendent
        Director of Transportation
        Executive Director of Business Services
        Exclusive Representative

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ARTICLE XVII – MISCELLANEOUS

Section 1. Retirement. Retirement shall be according to Statute.

Section 2. Tax Deferred Annuity. A tax deferred annuity program is available for school employees covered by this Agreement.

Section 3. Physical Examination. Employees who work 2 hours or more per day, 5 days per week, during the regular school year will be compensated by the School District for a physical examination in an amount of $40.00 per school year.

Section 4. Mantoux Test. Employees covered by this Agreement shall be provided an annual mantoux test by the School District, provided such test is taken by the employee as scheduled by the School District.

Section 5. Safety Meetings. The School District hereby agrees to pay employees for time spent attending driver safety education classes required by the School District. The School District will provide training opportunities, when appropriate, for bus drivers and bus aides who service special education and handicapped students.

Section 6. Retroactivity. Retroactive pay shall be paid to all employees who are employees of the School District as of July 1, 2017, pursuant to the rates of pay provided in Article VI, Section 3.

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, 2019, and thereafter until modifications are made pursuant to the P.E.L.R.A. Except as otherwise provided in this Agreement, changes in rates of pay, or other increased benefits, provided herein for the 2017 – 2019 school year shall be effective the first of the month following the date of execution of this Agreement. If either party desires to modify or amend this Agreement.
commencing on July 1, 2019, it shall give written notice of such intent no later than May 1, 2019.

Section 2. Effect. This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the bus drivers and bus aides of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality. Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except if mutually agreed by the parties.

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 follow:

For: White Bear Lake ISD #624

Chairperson

Clerk

Chief Negotiator

Date: 11/19/18

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

Ken Wieken, Business Representative

Lisa Narow, Steward

Date: 10/18/2018

WM/jcb/opeiu#12
Contracts/WBL BUS