

MASTER AGREEMENT

BETWEEN

**INDEPENDENT SCHOOL DISTRICT #553
NEW YORK MILLS, MINNESOTA**

AND

**THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES**

AFL-CIO, LOCAL UNION #210

BUS DRIVERS

July 1, 2017 through June 30, 2019

INDEX

Article 1.	PURPOSE	1
Article 2.	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	1
	Section 1. Recognition	1
	Section 2. Appropriate Unit	1
Article 3.	DEFINITIONS	1
	Section 1. Terms and Conditions of Employment	1
	Section 2. Description of Appropriate Unit	1
	Section 3. School District	1
	Section 4. Other Terms	1
Article 4.	SCHOOL DISTRICT RIGHTS	1
	Section 1. Inherent Managerial Rights	1
	Section 2. Management Responsibilities	2
	Section 3. Effect of Laws, Rules, and Regulations	2
	Section 4. Reservation of Managerial Rights	2
Article 5.	EMPLOYEE RIGHTS	2
	Section 1. Non-Discrimination	2
	Section 2. Right to Views	2
	Section 3. Right to Join	2
	Section 4. Request for Dues Check Off	2
	Section 5. Fair Share Fee	3
	Section 6. Personnel Files	3
	Section 7. Union Security	3
Article 6.	RATES OF PAY AND RETIREMENT SICK LEAVE PAY	3
	Section 1. Rates of Pay	3
	Section 2. Retirement Sick Leave Pay	4
Article 7.	GROUP INSURANCE	4
	Section 1. Selection of Carrier	4
	Section 2. Health and Hospitalization Insurance	4
	Section 3. Claims Against the School District	4
Article 8.	LEAVES OF ABSENCE	4
	Section 1. Sick Leave	4
	Section 2. Workers Compensation	5
	Section 3. Bereavement	5
	Section 4. Personal Leave	5
	Section 5. Unpaid Leave	5
	Section 6. Family Leave	5
	Section 7. Medical Leave	6
	Section 8. Jury Duty	6
	Section 9. Military Leave	6
Article 9.	GENERAL PROVISIONS	6
	Section 1. Physicals	6
	Section 2. Extra Curricular Bus Driving	6
	Section 3. Extra Curricular Meal Reimbursement	6
Article 10.	DISCIPLINE DISCHARGE AND PROBATIONARY PERIOD	6
	Section 1. Probationary Period	6
	Section 2. Completion of Probationary Period	7

Section 3. Seniority Date	7
Article 11. REDUCTION IN FORCE	7
Article 12. GRIEVANCE PROCEDURE	7
Section 1. Grievance Definition	7
Section 2. Representative	7
Section 3. Definitions and Interpretation	7
Section 4. Time and Limitation and Waiver	7
Section 5. Adjustments of Grievance	8
Section 6. School Board Review	8
Section 7. Denial of a Grievance	8
Section 8. Mediation/Arbitration Procedures	8
Section 9. Election of Remedies and Waiver	9
Article 13. PUBLIC OBLIGATION	10
Article 14. DURATION	10
Section 1. Term and Reopening Negotiations	10
Section 2. Effect	10
Section 3. Finality	10
Section 4. Severability	10
SIGNATURE PAGE	11
APPENDIX A (2017-18)	12
APPENDIX B (2018-19)	12
GRIEVANCE FORM	13

ARTICLE 1 - PURPOSE

THIS AGREEMENT is entered into between Independent School District No. 553, New York Mills, Minnesota, hereinafter referred to as the School District or District, and the American Federation of State, County, and Municipal Employees, AFL-CIO, Local #210, 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 PELRA, to provide the terms and conditions of employment for Bus Drivers during the duration of this Agreement.

ARTICLE 2 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with PELRA, the School District recognizes the American Federation of State, County, and Municipal Employees, AFL-CIO, Local #210, as the exclusive representative for bus drivers employed by the School District, which exclusive representative, shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the District contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and PELRA and in certification by the Commissioner of the Bureau of Mediation Services, if any.

ARTICLE 3 - DEFINITIONS

Section 1. Terms and Conditions of Employment: The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, and the employer's personnel policies affecting the working conditions of the employees. The term, in both cases, is subject to the provisions of PELRA regarding the rights of public employers and the scope of negotiations.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the terms, member of the bargaining unit and unit shall mean all persons in the appropriate unit employed by the School District in the classifications of Bus Driver excluding the following: a) confidential employees, b) supervisory employees, c) emergency employees who are employed for emergency work caused by natural disaster, d) part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit, e) all employees excluded from the definition of "public employee" under PELRA. For purposes of this Agreement, the term, Bus Driver, shall mean any member of the unit who is scheduled to work on a nine (9) month basis during the period commencing July 1 of any year and ending the following June 30.

Section 3. School District: For purposes of administering this Agreement, the term, "School District," shall mean the School Board or its designated representative.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

ARTICLE 4 - SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal

limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 3. Effect of Laws, Rules, and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services 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 rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE 5 - EMPLOYEE RIGHTS

Section 1. Non-Discrimination: Neither the School District nor the Union shall discriminate against any employee because of Union or non-Union membership, race, color, creed, religion or political belief, national origin, sex, age, marital status or handicap.

Section 2. Right to views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or their 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 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 3. Right 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 for employees of such unit with the School District.

Section 4. Request for Dues Check Off: The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer.

The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail.

The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

Section 5. Fair Share/Agency Fee: The Union may collect an Agency fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union.

However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A.06, Subd. 3.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to the Commissioner of the Bureau of Mediation Services, the School District, and to each employee to be assessed the fair share fee.

A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with 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 therefore, 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 of the Bureau of Mediation Services 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 6. Personnel Files: Members of the unit, upon written request to the supervisor having custody of the files, have the right to review the content of their own personnel files and evaluations. Members of the unit shall have the right to reproduce, at their own expense, any of the contents of their own file. Each member of the unit shall have the right to submit for inclusion in their own file written information in response to any material in the file, and such information shall become part of the file. However, the District may destroy such files as provided by law.

Section 7. Union Security:

Subd. 1. Time off for union activity. Any employee elected by the exclusive representative to represent such exclusive representative at International, State or District meetings, and which require the employees absence from duty be granted the necessary time off to attend such meetings without pay and without discrimination and without loss of seniority rights or any other rights granted by the District; provided such absence does not interfere with the services of the particular department and not to exceed ten (10) days during the period from July 1 to June 30.

Subd. 2. Union Access. Exclusive representative regional staff assigned to the School District shall have access to the premises subject to rules of the School District. Access to the premises must be scheduled with the Superintendent or designated representative.

ARTICLE 6 - RATES OF PAY

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Schedule "A", attached hereto, shall be part of the Agreement for the period commencing July 1, 2017, to June 30, 2018 consisting of 173 duty days.

Subd. 2. The wages and salaries Schedule "B" attached hereto, shall be part of the Agreement for the period commencing July 1, 2018, to June 30, 2019 consisting of 173 duty days.

Subd. 3. The District reserves the right to place a new driver at any schedule step.

Subd. 4. The wages of substitutes are to be set by the School District.

Subd. 5. During the duration of this Agreement, advancement in salary shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, all employees of this contract will remain at the same compensation rates until a successor Agreement is in force.

Section 2. Retirement Sick Leave Pay: If an employee resigns from employment with the District, the employee shall be eligible to receive from the District a payment for accumulated and unused sick leave days based on their daily rate of pay at the time of separation and determined as follows:

- Twenty-five percent (25%) upon completion of five to ten years of service
- Thirty percent (30%) upon completion of eleven to fifteen years of service
- Thirty-five percent (35%) upon completion of sixteen to twenty years of service
- Fifty percent (50%) upon completion of over twenty years of service

Retirement pay shall be deposited in a Health Care Savings Plan administered by the Minnesota State Retirement System.

ARTICLE 7 - GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Section 2. Health and Hospitalization Insurance: All bus drivers will have access to the medical insurance plan. A bus driver electing to be covered by the policy will be responsible for paying the monthly premium through payroll deduction. The District will not contribute toward premiums for health and hospitalization insurance for members of this bargaining unit.

Section 3. Claims Against the School District: It is understood that the School District's only obligation is to provide access to an insurance policy as agreed to herein and an insurance carrier shall make no claim against the School District as a result of a denial of insurance benefits.

ARTICLE 8 - LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Bus drivers shall be granted ten (10) days of sick leave per year, accumulative to one hundred (100) days. Sick leave shall be computed as of July 1 each year, earned monthly on a pro-rated basis. All unused sick leave as of July 1 shall be added to the employee's accumulated sick leave until a maximum of one hundred (100) days is reached. After an employee has used more than ten (10) days of sick leave in any year, the excess shall be deducted from accumulated sick leave. When the accumulated sick leave has been used up, deductions will be made from the employee's salary.

- a) Extended sick leave account. Bus Drivers who have earned 100 sick days will be eligible to earn an additional five (5) days of extended sick leave days per year, accumulative to twenty (20) days.
- b) Said extended sick leave days, should sick leave days be honored, will be used before annual sick leave from Subd. 1 is claimed.
- c) Extended sick leaves days will not qualify for accumulated and unused sick leave days in the calculation of retirement sick leave pay in the event a bus driver retires and claims retirement sick leave pay.

Sub. 2. Sick leave with pay shall be allowed whenever an employee qualifies for such leave in accordance with Subdivision 1 of this section and whenever an employee's absence is found to have

been due to illness and/or disability which prevented attendance at school and performance of duties on that day or days.

Subd. 3. The School District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of any employee for sick leave is reserved to the school district. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 4. Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 5. An unpaid leave for child care purposes will be granted by the School District pursuant to the provisions of Minn. Stat. 181.9413, as amended.

Section 2. Workers' Compensation: Pursuant to M.S. 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, his/her 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 his accrued sick leave.

Section 3. Bereavement: Bus drivers will be allowed up to five (5) days of leave for death of members of their immediate family (defined as: parent, spouse, child, brother, sister, ward, guardian, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, and sister-in-law). Bereavement leave time will be deducted from accumulated sick leave. The superintendent shall determine the amount of time, up to five days, allowed.

Section 4. Personal Leave: The maximum personal leave available to employees during any fiscal year shall be two (2) days. The first personal day used will not be deducted from accumulated sick leave time, but rather from personal leave time. The second personal day used each year will be deducted from accumulated sick leave or extended sick leave account if the employee has the basic 100 sick day account level. The superintendent may approve personal leave based on a written request submitted at least three days in advance. It is not necessary that the employee specify the reason for the personal leave request. Personal leave may not be allowed to accumulate.

Section 5. Unpaid Leave: Unpaid leave request must be made in writing to the Superintendent of Schools at least three days in advance. An employee will have deducted from their salary their current daily rate for each day of unpaid leave.

Section 6. Family Leave:

Subd. 1. Pursuant to the Family and Medical Leave Act, 29 U.S.C. § 1201 et seq an eligible employee shall be granted, upon written request, a leave up to a total of twelve (12) weeks of unpaid leave per year in connection with:

- (1) the birth and first-year care of a child;
- (2) the adoption or foster placement of a child;
- (3) the serious health condition of an employee's spouse, child or parent, and
- (4) the employee's own serious health condition.

Subd. 2. During such a leave, eligible employees shall be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. To be eligible for the benefits of this section and insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months and have been employed for at least 1,250 hours during such twelve-month period.

Subd. 4. The employee may elect, or the School District may require the employee, to substitute vacation, paid sick leave, or paid personal leave for leave otherwise provided under this section and in accordance with the Family and Medical Leave Act. However, nothing herein, nor any other provision of this Agreement, shall require the School District to combine leaves for a period of time that exceeds 12 weeks.

Subd. 5. The employee will provide at least thirty (30) days of written notice of request for leave when the reason for the leave is foreseeable. The employee shall further make reasonable effort to schedule any treatment so as to minimize disruption of the work of the employer.

Section 7. Medical Leave:

Subd. 1. An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury, and who has exhausted all sick leave credit available or has become eligible for long term disability compensation may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

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

Subd. 3. Inability to return to work after expiration of the leave of absence will be grounds for discharge.

Section 8. Jury Duty: An employee who serves jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty shall be remitted to the School District.

Section 9. Military Leave: Military leave shall be granted pursuant to applicable law.

ARTICLE 9 - GENERAL PROVISIONS

Section 1. Physicals: The District shall reimburse the driver the basic cost of the bus drivers physical at the current local clinic rate or up to a limit of \$150.00. Said physical may be taken from any licensed clinic.

Section 2. Extra Curricular Bus Driving: Extra Curricular trips which begin and end during daily route time, which leaves school property later than 4:30 p.m. on school days, or which are scheduled for Saturdays and/or Sundays, shall be offered to unit members first whenever practicable. Occasional extra curricular trips (scrimmages, short runs, summer rec, tennis, and spring sports) may be assigned to non-route drivers as the district so determines. An employee will be paid a minimum of 2 hours salary for extra curricular and late bus assignments.

Section 3. Extra Curricular Meal Reimbursement: Bus Drivers shall be reimbursed for meals on trips in excess of four (4) hours in length. The maximum reimbursement per meal shall be as follows: \$10.00 for breakfast, \$15.00 for lunch, \$20.00 for supper. See policy #400.9L. Said reimbursement payments will be made in accordance with District policy upon submission of appropriate receipts.

ARTICLE 10- 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 continuous service in the School District 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 Agreement alleged to have been violated.

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

Section 3. Seniority Date: Employees shall acquire seniority upon completion of the probationary period as defined in this Agreement and, upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in a job classification governed by this agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District.

ARTICLE 11 - REDUCTION IN FORCE

The parties recognize the principle of seniority in the application of this Agreement, within classification, concerning reduction in force. An employee on layoff shall retain his/her seniority and right to recall, within classification, in seniority order for a period of twelve (12) months after the date of layoff. An employee on layoff who is notified at the employees last known address by registered mail to return to work and who fails to return within ten (10) working days shall be considered to be a voluntary termination. An employee's seniority shall not be terminated for a period of twelve (12) months because of absence due to illness, authorized leave of absence or temporary layoff.

ARTICLE 12 - GRIEVANCE PROCEDURE

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

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

Section 3. Definitions and Interpretation:

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 States Postal Service within the time period.

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

time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the school district's designee.

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

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the Superintendent or his/her 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 School Board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

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

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

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

Subd. 1. Mediation: After exhaustion of the grievance procedure prior to arbitration, and before requesting arbitration, the employee, exclusive representative, or District may request mediation of the grievance by the Minnesota Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Level III. The time limit for requesting arbitration is tolled during mediation, and if mediation does not resolve the grievance within thirty (30) days, arbitration may commence as hereafter provided in Article XIV, Subd. 2 of this Agreement.

Subd. 2. Request: A request to submit a grievance to arbitration must be made in writing and signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten days following the decision in Level III of the grievance procedure. The request may be brought in person, sent regular USPS, or via Email.

Subd. 3. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 4. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services (BMS) to provide a list of five (5) arbitrators, pursuant to P.E.L.R.A., providing that this request is made within twenty (20) days after the request for arbitration. The request shall ask that the list be provided within thirty (30) days after receipt of the request. The parties shall alternately strike names from the list of five (5) arbitrator's until only one name remains. The remaining arbitrator shall decide the grievance. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the BMS within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 5. Submission of Grievance Information:

a) Upon appointment of the arbitrator, the appealing party shall, within five days after notice of appointment, forward to the arbitrator, with a copy to the School District, the submission of the grievance which shall include the following:

- (1) The issues involved;
- (2) Statement of the facts;
- (3) Position of the grievant;
- (4) The written documents relating to Section 5, Article XII of the grievance procedure.

b) The School District shall make a similar submission of information relating to the grievance before the time of the hearing.

Subd. 6. 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. 7. 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 him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in 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. 8. 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 cost of the transcript or recording shall be borne by the parties requesting it or equally if requested by both parties. The parties shall share equally fees and expenses of the arbitrator.

Subd. 9. Jurisdiction: The arbitrator shall have the 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 district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: Except for discrimination claims filed under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Minnesota Human Rights Act, a party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive 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 further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE 13 - PUBLIC OBLIGATION

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

The exclusive representative agrees, therefore, that during the term of this Agreement, neither the exclusive representative nor any individual employee shall engage in any strike as defined by PELRA. The parties agree that procedures affecting this article are provided for by P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE 14 - DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2017, through June 30, 2019, and thereafter until modifications are made pursuant to 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 60 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 60 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term of terms of this Agreement.

Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

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

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

For: AFSCME COUNCIL NO. 65
118 Central Avenue
Nashauk, MN 55769

For: SCHOOL DISTRICT NO. 553
P.O. Box 218
New York Mills, MN 56567

Ronald J. Senock
Local President

Ray Ginger Thrasher
Chief Employee Negotiator

LeRoy Nelson
Committee Member

Jill Cohen
School Board President

Debi Adams
School Board Clerk/Treasurer

Kendy Skland
Personnel Committee Chair

Dated this 26 day of Sept., 2017

(Unit Meeting 10-??-17)

Dated this 23 day of October, 2017

(Board Meeting 10-23-17)

APPENDIX A 2017-2018

I. ANNUAL SALARY:

- A. Basic:**
 - Full Experience \$ 16,812
 - Third Year \$ 16,476
 - Second Year \$ 15,971
 - Entry Year \$ 14,963
- B. Experience:** One Dollar (\$1) per month per year of service
- C. 80 Mile/Longer Route:** This will be paid the next month.
 - If the average daily route is 80 – 84 miles, driver receives additional pay of \$15
 - If the average daily route is 85 – 89 miles, driver receives additional pay of \$20
 - If the average daily route is 90 – 94 miles, driver receives additional pay of \$25
 - If the average daily route is 95 – 99 miles, driver receives additional pay of \$30
 - If the average daily route is 100 miles or more, driver receives additional pay of \$35
- D. Handicapped Route:**
 - Twenty Dollars (\$20) per student per month will be paid in addition to the base rate if the route requires assistance by the driver for a handicapped student.

II. SUMMER ROUTES: \$30.00 per Route

III. NOON ROUTE, LATE BUS SERVICE and EXTRA-CURRICULAR SALARY: Compensation in accordance with School District policy.

APPENDIX B 2018-2019

I. ANNUAL SALARY:

- A. Basic:**
 - Full Experience \$ 17,362
 - Third Year \$ 17,015
 - Second Year \$ 16,494
 - Entry Year \$ 15,452
- B. Experience:** One Dollar (\$1) per month per year of service
- C. 80 Mile/Longer Route:** This will be paid the next month.
 - If the average daily route is 80 – 84 miles, driver receives additional pay of \$15
 - If the average daily route is 85 – 89 miles, driver receives additional pay of \$20
 - If the average daily route is 90 – 94 miles, driver receives additional pay of \$25
 - If the average daily route is 95 – 99 miles, driver receives additional pay of \$30
 - If the average daily route is 100 miles or more, driver receives additional pay of \$35
- D. Handicapped Route:**
 - Twenty Dollars (\$20) per student per month will be paid in addition to the base rate if the route requires assistance by the driver for a handicapped student.

II. SUMMER ROUTES: \$30.00 per Route

III. NOON ROUTE, LATE BUS SERVICE and EXTRA-CURRICULAR SALARY: Compensation in accordance with School District policy.

