

 **COPY**

**CONTRACT
BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 100
WRENSHALL, MINNESOTA**

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL UNION NO. 545**

JULY 1, 2016 – JUNE 30, 2018



**ARTICLE I
PURPOSE**

Section 1. Parties:

representative status, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment 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 custodians, cooks, and bus drivers.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition:

In accordance with the PELRA, the School Board recognizes Local #545, AFSCME, local organizational representative with exclusive representative status, as the exclusive representative for custodians, cooks and bus drivers, employed by Independent School District No. 100, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit:

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

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the Employer's personnel policies affecting the working conditions of the employees, that do not conflict with this Contract. "Terms and conditions of employment" is subject to the provisions of PELRA.

Section 2. Description of Appropriate Unit:

For purposes of this Agreement, the term non-certified employee shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, secretaries, bookkeepers, part-time employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days or one hundred (100) working days for students under age 22 in any calendar year, and emergency employees (179.03, Subd. 13F).

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 will have those meanings as defined by the PELRA.

**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 the selection and direction and number of personnel, provided it does not conflict with this Contract.

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 opportunities for the students of the School District.

Section 3. Effect of Laws, Rules and Regulations:

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School 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 provisions of this Agreement found to be in violation of 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 Board rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to View:

Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his 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. Dues:

(a) The District 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. The deduction of dues shall commence 30 working days after initial employment with the Employer.

(b) 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.

(c) 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.

(d) 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. Any such fees shall be collected in accordance with the applicable terms of Minn. Stat. Sect. 179A.06, Subd. 3.

Section 3. Fair Share Fee:

In accordance with the PELRA, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share fee assessment to 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 Commissioner, the School District, and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons 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 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 4. In-Service Training:

The School District may require one (1) or more custodians and kitchen staff to attend one (1) or more workshops each year. Wages, tuition and travel expenses are to be paid by the School District for District assigned training.

**ARTICLE VI
RATES OF PAY**

Section 1. Rates of Pay:

The wages and salaries reflected in Appendix A attached hereto shall be a part of the Agreement for the period commencing July 1, 2016 to June 30, 2018.

Section 2. Wages and Job Classifications (yearly):

- a) The District may employ as many housekeepers as desired, provided the District maintains two (2) full time custodian/housekeeper positions. The District may employ temporary, seasonal or student workers on a temporary basis when such positions do not exceed sixty-seven (67) days in a calendar year.
- b) Lead Custodian/Housekeeper will be the full time custodian/housekeeper working the evening shift. This position will alternate from one custodian/housekeeper to another on a weekly basis. The position is only for the regular school year. During the summer, there will be no lead pay when head custodian/housekeeper or District superintendent is on duty. The evening shift lead custodian/housekeeper may be responsible for assigning duties and work load to housekeepers and inform the head custodian/housekeeper of any of the ordinary happenings on their shift. (Based on fifty cents (\$.50) per hour.)
- c) If the Head Custodian is gone, if needed in its opinion, the District may select a custodian or housekeeper to temporarily fill the Head Custodian role and it will pay the custodian or housekeeper at the grade of the Head Custodian and step of the substitute, for the duration of the leave. However, this provision shall not infringe on the District's inherent right to hire a Head Custodian of its choice, or to restructure the head custodian position and leave it vacant.
- d) If a custodian is gone for more than three (3) days, the custodian duties will be offered to housekeepers in order of seniority. When assuming those duties the

housekeeper will be paid at the grade of custodian and step of the substitute for the duration of their leave.

- e) Lead Bus Driver will be paid at an hourly rate and will work a minimum of one (1) hour per day.
- f) The Lead Custodian shall be paid at Grade 5. Upon completion of Pool Certification and Boiler's License the Lead Custodian shall be paid at Grade 6. Any required training, for example lead training or HVAC training, shall be at the District's expense.

Cooks will receive a call-out minimum of \$15.00. When their rates of pay and hours of work equal the \$15.00, they will revert to their regular hourly rate. When the hours of work exceed forty (40) hours per week, the time and one-half (1-1/2) provisions of the statute shall prevail.

Section 3. Extra Trips and Extracurricular Trips:

- a) The first hour of an extra trip and extracurricular trip shall be paid at an employee's regular rate if a substitute is needed. All extra trips and extracurricular trips shall be paid at a rate of \$12.00/hr for every hour thereafter. All trips will include one-half (1/2) hour allowed for the driver to prepare, fuel and clean the bus. This amounts to fifteen (15) minutes before and fifteen (15) minutes after return. Drivers will record the actual time of each trip.
- b) If an extracurricular trip causes a driver to miss their regular run, the driver shall be compensated for their regular route at regular pay. Should the extra-curricular run last longer than the driver's regular route, the extra time shall be paid at the extracurricular trip rate (\$12.00/hr). In the interest of the safety and security of the students, no driver shall leave an extracurricular run to drive their regular route unless previously arranged by the Lead Bus Driver.
- c) The following bus trips have a minimum of the following payments:

2016/2017	Carlton \$12.00/\$12.24
	Cloquet \$14.13/\$14.41
	Esko \$15.20/\$15.50
	Duluth \$21.38/\$21.81

These payments shall be subject to the same wage adjustments as regular wages reflected in the Salary Schedule.

Section 4.

Bus drivers shall be compensated for meals, with receipt, when driving through a meal period. This will not be paid when a driver receives a free meal.

Section 5.

The Special Education run (Type III Vehicle) shall be paid at the rate of \$0.65 per mile. The minimum run amount shall be \$16.00. Bus Drivers shall have first option to drive a Special Education Run

Section 6.

The School District shall have the right to have bus drivers drive only their regular route during the first four (4) days of school, if it is deemed necessary.

Section 7.

Employees required to attend special meetings by the administration will be paid their regular hourly wage, with a minimum of 1 hour and a maximum of 3 hours. Negotiation meetings are excluded.

Section 8.

When the Head Cook is on leave for more than 5 consecutive working days, and the Assistant cook is filling these duties, the assistant cook shall be paid starting the first day, at the same grade classification of the Head Cook using the current step of the assistant cook.

Section 9.

The District shall provide a minimum of 2 weeks' advance notice of an extra trip. Such notice shall include the trip's itinerary, directions, and an adult chaperone.

ARTICLE VII GROUP INSURANCE

Section 1. Selection of Carrier:

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

Section 2. Health and Hospitalization Insurance:**Subd. 1. Single Coverage:**

During the term of this Agreement, the School District shall contribute \$500.00 toward the premium for individual coverage for full time employees who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage:

During the term of this Agreement, the School District shall contribute \$780.00 toward the premium for family coverage for all full time employees who qualify for and are enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Life Insurance:

Employees shall receive \$20,000 life insurance coverage. Premium will be paid by the Board.

Section 3. Claims Against the School District:

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 4. Duration of Insurance Contributions:

An employee is eligible for School District Contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District participation and contribution shall cease effective on the last working day. Employee shall be allowed to continue coverage as per COBRA.

Section 5.

Full benefits provided in this Article are designed for full time personnel, defined as 2,080 hours per year for twelve (12)-month employees and as employees who work from thirty-two (32) hours per week or more for nine (9) months. All part-time employees working less than thirty-two (32) hours per week shall be considered part-time and shall be eligible for partial premium payment proportional to the extent of their employment during the nine (9) month period, subject to the School District's insurance carrier limitation. Part-time employees working twelve (12) months a year shall be eligible for prorated benefits based on the number of hours worked in a year in comparison to 2,080. All hours worked within the District shall apply. **Section 6.**

District to establish District-wide Health Insurance Committee that will be made up of labor and management. An AFSCME member will be invited to this committee.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:**Subd. 1.**

A regular employee shall earn sick leave at a rate of 1.34 days for each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Subd. 2.

Unused sick leave days may accumulate to a maximum of one hundred forty (140) days of sick leave per employee.

Subd. 3.

Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability, which prevented attendance at school and performances of duties on that day or days. Pursuant to M.S. 181.9413, an employee who performs services for at least twelve (12) consecutive months preceding the request, and for an average number of hours per week equal to one-half the full time equivalent position in the employee's job classification as defined by the District's personnel policies or practices or pursuant to the provisions of this collective bargaining agreement during those twelve (12) months, may use sick leave to absences due to an illness of or injury to the employee's child 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.

Subd. 4.

In making a determination concerning the commencement and duration of a child care leave, the School District 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 employment prior to the date designated in the request for child care leave

Subd. 5.

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 Worker's 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.

Subd. 5.

An employee who is absent from work as a result of an injury compensable under the Workmen's Compensation Act who elects to receive his sick leave or vacation pay pursuant to this policy shall submit his Workmen's Compensation check, endorsed to the School District, prior to receiving payment from the School District for his absence.

**ARTICLE IX
HOURS OF SERVICE AND DUTY YEAR**

Section 1. Basic Work Year:

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

Section 2. School Closing:

In the event of an emergency closing due to weather conditions or other type of emergency, the employee shall perform duties on the day in lieu thereof, if any, as the district shall determine per district policy. However, the employee shall not suffer a loss of pay in the event the district does not require a days service in lieu of the emergency day. If the district schedules make up days the days will not be scheduled outside of the normal school year calendar.

Section 3. Shifts and Starting Times:

All employees will be assigned starting times and shifts as per Section 6 below. Should the District have a need to alter a shift on a short term basis, the District shall give the employee affected a minimum of one (1) week notice of the change. Any changes shall be rotated among eligible employees.

Section 4. Bus Mechanic:

Drive bus morning route; work in garage, and drive afternoon route; drive runs if needed during the day if not repairing buses. One (1) hour for lunch; one-half (1/2) hour for breaks for a nine (9) month period. Work on buses first two (2) weeks in June and last two (2) weeks in August, eight (8) hour days. Same holidays as full time employees when working.

Section 5. Bus Drivers:

The regular workweek shall consist of twelve and one half (12-1/2) hours per week, or two and one half (2-1/2) hours per day for five (5) days. Time worked beyond twelve and one half (12-1/2) hours but less than forty (40) hours per week shall be compensated at the regular hourly rate of pay. All trips will include a half-hour allowed for the driver to prepare, fuel and clean the bus.

Section 6. Night and Day Custodian; Housekeeper:

Hours will be as follows; however, it is recognized that the head custodian or District Superintendent may alter these hours to accommodate special events and work considerations:

7:00 a.m. to 3:00 p.m.	Daytime Custodian
3:00 p.m. to 11:00 p.m.	Nighttime Custodian
3:00-7:00 p.m. & 7:00-11:00 p.m.	Housekeeper

During non-school days, head custodian or District Superintendent may have all custodians and housekeeper on a daily shift, except in the event of emergencies or construction or remodeling.

Section 7. Cooks:

No set hours of work. They shall work the time required to perform the duties of the job. Days of work include all days school is in session and school breakfast/lunch is served and workshop days at the beginning and end of the school year (the same as the teacher calendar), to open and close the kitchen.

Section 8.

The assistant cook shall be given one (1) additional work hour per week for cleaning purposes.

Section 9. Overtime:

Time and one-half (1-1/2) shall be paid for all hours worked over forty (40) hours per week. Both the School District and the exclusive representative recognize that the School District has contracted with the Union to perform the bargaining unit work and at times overtime will be required to perform this work. Overtime will be offered on the basis of seniority to qualified personnel, but can be required on the inverse order of seniority of qualified personnel.

ARTICLE X HOLIDAYS

Section 1. Paid Holidays:

Regular employees shall be granted the following paid holidays:

- | | |
|-----------------------|----------------------|
| a. New Year's Eve Day | f. Independence Day |
| b. New Year's Day | g. Labor Day |
| c. President's Day | h. Thanksgiving Day |
| d. Good Friday | i. Christmas Eve Day |
| e. Memorial Day | j. Christmas Day |

Section 2. Holidays and Weekends:

When any of the above holidays fall on a Saturday, the preceding day shall be a holiday, and when any one of the above holidays falls on a Sunday, the following day shall be a holiday.

Section 3. Work on a Holiday:

Employees required to work on any holiday when school is not in session shall receive one and one-half (1-1/2) times their regular rate of pay for all hours worked, in addition to their holiday pay.

Section 4. School in Session:

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

Section 5. Application:

In order to be eligible for holiday pay, an employee must have worked a regular workday before and after the holiday unless on an excused illness, leave or on vacation under these provisions.

Section 6. Eligibility:

Holiday benefits as defined in this Article shall apply only to regular full time employees or part-time school year employees who work at least thirty-two (32) hours per week during the school calendar year on a regular basis and shall not apply to substitute or temporary employees. All hours worked within the District shall apply.

**ARTICLE XI
VACATIONS**

Section 1. Benefits:

Twelve (12) month employees shall earn vacation on the following basis:

- | | |
|-----------------|--------------------------|
| Five (5) days | after one (1) year |
| Two (2) weeks | after two (2) years |
| Three (3) weeks | after five (5) years |
| Four (4) weeks | after fifteen (15) years |
| Five (5) weeks | after twenty (20) years |

Section 2. Notice:

Request for vacation time must be submitted to the employee's supervisor at least one (1) month prior to desired date of vacation or sooner if possible. Employees shall be notified within seven (7) days of approval or denial of their request. Should a conflict in scheduling occur, it will be resolved on the basis of first request and then seniority.

Section 3. Vacation Accrual:

The maximum carry over of vacation from one year to the next shall be ten (10) days unless a greater number is approved by the Superintendent prior to June 15. The District shall pay out unused vacation in excess of the amounts carried over as of June 15 at the appropriate grade and years of service.

Subd. 1.

Vacations shall be determined as of the employee's anniversary date of hire. Employee shall not be entitled to use vacation until they have completed one (1) full year of service.

Subd. 2

If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay. An employee who has completed at least one (1) year of service shall be entitled to receive the pro rata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks advance written notice of the resignation time.

**ARTICLE XII
CONDITIONS OF EMPLOYMENT**

Section 1. Probationary Period:

The probationary period for new employees shall be one hundred thirty (130) working days

Section 2. Probationary Period: Change of Classification:

In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of three (3) calendar months in any such new classification. During this three (3) month probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School district shall have the right to reassign the employee to the former classification. If during the three (3) month period the employee determines they are not qualified, they shall be allowed to return to their previous position.

Section 3. Completion of Probationary Period:

An employee who has completed the probationary period may be suspended without pay or discharge 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 4. Physicals:

The school physical is required to each new employee entering the school system. A bi-annual physical is required for bus drivers. Cost of the required physical shall be paid by the School District. All physicals will be given at a location designated by the School District.

Section 5. Drug Testing:

Any employee whose position requires them to transport students will be subject to random drug testing. Such testing will be at no cost to the employee, and the employee shall be compensated at their regular rate of pay for the time to take the test, not to exceed two (2) hours.

**ARTICLE XIII
SENIORITY****Section 1.**

Seniority shall be departmental.

Section 2. 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 position governed by this Agreement. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District, based on the employee's date and time of acceptance of the position. If seniority is still not determined, it shall be determined by chance. The employee's seniority shall not be diminished by a temporary layoff. For the purpose of calculating vacation or any benefits based on seniority, the employee's original starting date with the School District shall apply.

Section 3.

Should it become necessary to reduce the work force due to the lack of work, the principle of seniority shall be recognized and applied. A qualified employee within a department having the greatest length of service shall be last laid off and the first called back to work. The employee's right to be called back to work shall expire two (2) years following the date of his or her layoff.

Section 4.

For the purpose of promotions and filling the job vacancies or new positions, seniority shall be maintained by job classifications.

Section 5.

The seniority list shall be posted and kept up to date by the School District annually. A copy of the up-to-date list shall be made available to the local union upon request. Said seniority list shall contain the name and starting date of each employee.

Section 6.

When any position is abolished, the employee whose position is abolished may displace any employee having less seniority, providing he or she is qualified to fill the position within their own department.

Section 7.

Notice of all vacancies and newly created positions shall be posted on employee bulletin boards in all three departments, as well as delivered to the employee and department email addresses most recently designated by the Union, and employees shall be given seven (7) working days time in which to make application to fill said vacancy or new position, provided they have the necessary qualifications to perform the duties of the job involved. The notice shall state the prerequisites for the position to be filled. Each interested employee shall apply for the vacancy or new position, in writing, and only those applicants who meet the prerequisites will be considered for the job. Those employees oldest in seniority shall be given preference in making promotions and filling job vacancies, provided the qualifications of the applicants are equal.

Section 8.

When vacancies occur, the head supervisor in each department is authorized to fill the vacancies temporarily during the period required to post bulletin and receive and pass on the bids for the position. Interviews shall include the heads of the department for which a vacancy or newly created position is being filled. However, this section shall not infringe on the District's right to hire the candidate of its choice.

Section 9. Assignment of Bus Runs:

1. All regular routes, including the Special Education route, are subject to the seniority clauses each August before the start of the school year (only if routes are altered) or when a vacancy occurs and results in a change in pay. Each driver will be given his or her route and time prior to the beginning of the school year. If a route is altered the route will be timed by the supervisor to determine pay.
2. All extra routes shall be distributed by seniority. A bus driver shall have no more than one extra route, unless there is a rejection by all other drivers. An extra route that occurs during the day (i.e. between the hours of 7:00 a.m. and 4:30 p.m.) shall normally be driven by either the bus supervisor or the bus mechanic. If the bus supervisor or bus mechanic cannot drive an extra route during the day, it shall be distributed by seniority on a rotating basis to all other drivers.
3. All extra curricular trips shall be assigned by seniority on a rotating basis. The bus supervisor shall keep two (2) rosters, one (1) for prescheduled extra curricular trips and one (1) for unscheduled extra curricular trips. These rosters will then be arranged by seniority, starting with the most senior driver down to the least senior driver. Only bargaining unit drivers shall be allowed to take extra curricular runs, unless otherwise agreed upon by the Union. The Union will not unreasonably deny request by the supervisor to drive extra curricular trips. These rosters shall be posted in the bus garage and kept up to date. All known extra curricular trips will be posted a month in advance with drivers assigned according to the roster. If a driver cannot take an extra curricular trip, whomever is first on the second roster shall have the next option to

drive. On either roster, when the first driver elects or declines an extra curricular or unscheduled extra trip, the driver's name shall be moved to the bottom of the list. The next trip shall be offered to the driver whose name now appears at the top of the roster. This rotation shall continue for the entire school year. In the event no driver desires an extra curricular or unscheduled extra trip, the trip can be assigned to a driver who is outside the bargaining unit, or if necessary, the least senior driver shall be obligated to take the trip.

ARTICLE XIV 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 District may be represented during any step of the procedure by any person or agent designated by such party to act in the party's 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 weekdays not designated as holidays by state law.

Subd. 3. Computation of Time:

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the 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 provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such a 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 the alleged grievance informally between the employee and the employee's immediate supervisor.

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 discussion, the employee's immediate supervisor 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 Superintendent of Schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) 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.

Subd. 3. Level III:

In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School District, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level II. The School District shall issue its decision in writing to the parties involved.

At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

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

Upon mutual agreement, the parties may petition the Bureau of Mediation Services for assistance in the resolution of any grievance prior to arbitration. If the parties so agree, the timelines for such review and appeal to arbitration shall be adjusted by mutual agreement between the parties.

Subd. 4. Level IV:

In all cases, when a grievance or dispute is submitted to the provisions of Level III and remains unresolved, the parties hereto agree that within ten (10) days after Level III, the parties shall submit to the Director of Mediation a request for a list of names for the purpose of the parties to select one (1) of the names as the arbitrator. Upon receiving such list, the method of selection shall be by virtue that each of the parties shall eliminate one (1) name at a time until one (1) name remains. The remaining name shall be the arbitrator who shall make his decision regarding the grievance and which shall be binding on the parties. It is hereby further agreed that the cost and expenses of the arbitrator shall be shared equally by the parties of this Agreement.

The method in striking the names submitted for arbitration: the grieving party shall strike the first name. The parties agree that an arbiter's authority, although binding to both, is limited to the actual grievance and past practice and has no power to amend or modify

SALARY SCHEDULE

Effective July 1, 2016, all employees shall receive a two percent (2%) wage increase, with retro pay if applicable. Bus drivers and lead bus driver shall receive \$25.93 per hour.

Effective July 1, 2017, all employees shall receive a two percent (2%) wage increase, with retro pay if applicable. Bus drivers and lead bus driver shall receive \$26.45 per hour.

JULY 1, 2016 – JUNE 30, 2017 WAGE SCALE

2016-2017 GRADE	START	END OF PROBATION	1	2	3	4
10	\$18.60	\$18.96	\$19.29	\$19.67	\$20.02	\$21.59
9	\$17.97	\$18.32	\$18.67	\$18.90	\$19.37	\$20.85
8	\$17.38	\$17.69	\$18.01	\$18.35	\$18.89	\$20.39
7	\$16.76	\$17.22	\$17.69	\$18.19	\$18.71	\$20.18
6	\$16.15	\$16.61	\$17.03	\$17.50	\$17.97	\$19.42
5	\$15.49	\$15.96	\$16.38	\$16.81	\$17.29	\$18.07
4	\$14.90	\$15.43	\$15.98	\$16.61	\$16.97	\$17.57
3	\$13.16	\$13.62	\$14.14	\$14.64	\$15.14	\$15.54
2	\$11.39	\$11.84	\$12.23	\$12.67	\$13.14	\$13.53
1	\$9.68	\$10.01	\$10.35	\$10.70	\$11.08	\$11.48

JULY 1, 2017 – JUNE 30, 2018 WAGE SCALE

2017-2018 GRADE	START	END OF PROBATION	1	2	3	4
10	\$18.98	\$19.34	\$19.67	\$20.06	\$20.42	\$22.03
9	\$18.33	\$18.69	\$19.04	\$19.28	\$19.76	\$21.27
8	\$17.73	\$18.04	\$18.37	\$18.72	\$19.27	\$20.80
7	\$17.09	\$17.56	\$18.04	\$18.55	\$19.08	\$20.58
6	\$16.47	\$16.94	\$17.37	\$17.85	\$18.33	\$19.81
5	\$15.80	\$16.28	\$16.71	\$17.15	\$17.63	\$18.44
4	\$15.20	\$15.74	\$16.30	\$16.94	\$17.31	\$17.93
3	\$13.42	\$13.89	\$14.42	\$14.93	\$15.44	\$15.86
2	\$11.62	\$12.08	\$12.47	\$12.92	\$13.40	\$13.80
1	\$9.87	\$10.21	\$10.56	\$10.91	\$11.30	\$11.70