

AGREEMENT

BETWEEN

**INDEPENDENT SCHOOL DISTRICT #726
Becker**

AND

SCHOOL SERVICE EMPLOYEES - SEIU LOCAL #284

Representing:

Transportation Employees

Effective July 1, 2006 through June 30, 2008

TABLE OF CONTENTS

		Page
ARTICLE I	PURPOSE.....	1
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	1
ARTICLE III	DEFINITIONS.....	1
ARTICLE IV	SCHOOL DISTRICT RIGHTS	2
ARTICLE V	EMPLOYEE RIGHTS.....	2
ARTICLE VI	RATES OF PAY.....	3
ARTICLE VII	INSURANCE.....	3
ARTICLE VIII	LEAVES OF ABSENCE.....	4
ARTICLE IX	HOURS OF SERVICE	7
ARTICLE X	VACATIONS AND HOLIDAYS	7
ARTICLE XI	DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD	8
ARTICLE XII	GRIEVANCE PROCEDURE.....	9
ARTICLE XIII	RETIREMENT AND RESIGNATION.....	12
ARTICLE XIV	SEVERANCE PAY	12
ARTICLE XV	MATCHING ANNUITY PROGRAM.....	13
ARTICLE XVI	PUBLIC OBLIGATION.....	14
ARTICLE XVII	DURATION.....	14
APPENDIX A	BASIC SALARY SCHEDULE.....	16

**ARTICLE I
PURPOSE**

Parties. This Agreement, entered into between the School Board of Independent School District #726, Becker, Minnesota, hereinafter referred to as the School Board, and School Service Employees Local 284 AFL-CIO SEIU, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all non-certified employees of Independent School District #726, who are employed for more that 14 hours per week or 35% of the normal work week and more than 67 work days per year in the classification of transportation employees, 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 District recognizes School Service Employees Local 284 as the Exclusive Representative for all non-certified employees of Independent School District #726 who are employed for more than 14 hours per week or 35% of the normal week and more than 67 work days per year in the classification transportation employees, employed by the School Board of Independent School District #726, 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 Commissioner of Mediation Services, if any.

**ARTICLE III
DEFINITIONS**

SECTION 1. Terms and Conditions of Employment. The term "Terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than School District payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay. In the case of professional employees, the term does not mean educational policies of a School District's. The terms in both cases are subject to the provisions of P.E.L.R.A. regarding the rights of public employers and the scope of negotiations.

SECTION 2. Description of Appropriate Unit. For purposes of this Agreement, the term, "Exclusive Representative," shall mean all persons in the appropriate unit employed by the School District in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees bargaining unit,

employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

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

SECTION 4. Other Terms. Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV 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 School District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

SECTION 2. Management Responsibility. The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

SECTION 3. Effect of Laws, Rules, and Regulations. The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services 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 and recognizes that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations, and valid rules, regulations and orders of State and Federal governmental agencies. 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 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/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. Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School District.

SECTION 3. Request For Dues Check Off. The Exclusive Representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. 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. The School District shall deduct such dues in ten (10) equal installments beginning with the last check in September of each year.

ARTICLE VI RATES OF PAY

SECTION 1. The wages and salaries reflected in Appendix A, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2006, through June 30, 2008.

SECTION 2. During the duration of the Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to this current rate until a successor Agreement is entered into.

SECTION 3. All pay shall be dispersed via payroll and will be based on 24 pay periods. Checks shall be issued on or about the 10th and the 25th of each month.

ARTICLE VII INSURANCE

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

SECTION 2. Health And Hospitalization Insurance. The School District contribution shall be a sum of up to \$5,566 for single coverage and up to \$12,669 for family coverage in the contract year 2006-2007 and for contract year 2007-2008 the School District contribution shall be up to the sum of \$5,844 for single coverage and \$13,302 for family coverage.

SECTION 3. Dental Insurance. The School District contribution shall be a sum of up to \$380.00 for single coverage and up to \$985.00 for family coverage in the contract years 2006-2008.

SECTION 4. Income Protection. The School District shall provide income protection insurance for each eligible employee. The cost of the premium will be borne by the district through a payroll deduction.

SECTION 5. Term Life Insurance.

Subd. 1. Selection. The selection of the insurance carrier policy shall be made by the School District as provided by law.

Subd. 2. Term Life Insurance Contribution. The School District shall contribute up to the sum of \$120.00 for contract years 2006-2008 toward the premium of term life insurance for each eligible employee employed by the School District.

SECTION 6. Claims Against the School District. It's 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 7. Duration of Insurance Contribution. An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District contributions shall cease.

Subd. 1. Employees who retire at regular retirement age shall be entitled to participate in the School District health and hospitalization plans. Cost of the premiums shall be borne by the retired employee. Once an employee is eligible for Medicare and/or reaches age sixty-five (65) he/she is no longer eligible for District insurance. The employee is responsible for making premium payments through the School District office.

Subd. 2. Employees who qualify for early retirement shall be eligible to remain in the existing group health and hospitalization insurance program and shall remain eligible for School District contribution toward single coverage, as defined in ARTICLE XII, Section 2. of the Agreement between the School District and the Exclusive Representative if the following criteria are met:

- (a) Employees shall have completed eighteen (18) years of continuous service with the district under this bargaining unit.
- (b) Must be at least 62 years of age.
 - 62-3 years eligibility paid
 - 63-2 years eligibility paid
 - 64-1 year eligibility paid

This fixed figure will be paid until the employee reaches Medicare eligibility.

SECTION 8. Eligibility. Benefits provided in this article are designed for all employees as defined in ARTICLE IX, pro-rated to a 40-hour week.

ARTICLE VIII LEAVES OF ABSENCE

SECTION 1. Sick Leave.

Subd. 1. At the beginning of each school year, each employee shall be credited with sick leave at the rate of 1 day for each month in the employment of by the School District.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 150 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is found due to employee's own personal illness and/or disability which prevented his/her attendance and performance of duties on that day or days.

Subd. 4. 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 decision as to the eligibility of an 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. The School District shall pay the cost of the office call to obtain the medical certificate.

Subd. 5. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. 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.

SECTION 2. Personal Leave. An employee shall be granted two personal leave days per year. Personal leave may accumulate to 3 days. A part-time transportation employee may earn personal leave on a pro-rate basis. A written request for personal leave is to be made to the Superintendent through the head supervisor at least three (3) days in advance. Except in emergencies where an oral request through the head supervisor and Superintendent will be considered. Approval will be given pursuant to the following conditions:

Subd. 1. One (1) sick leave day will be deducted for each personal leave day used.

Subd. 2. The day must be a full day and/or 1/2 day.

Subd. 3. No more than one person in each job category may be on personal leave at the same time.

Subd. 4. Personal leave shall not be allowed on a day immediately prior to or after Thanksgiving, Christmas and Easter, unless granted by the Superintendent, or the first or last day of school, parent conferences, workshops, or in-service days.

Subd. 5. Three personal leave days may be used on consecutive days.

Subd. 6. If more than the allocated number of employees apply for any given day, the leave shall be granted in the order that the requests are received.

Subd. 7. Personal leave shall not be allowed for recreational purposes.

SECTION 3. 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 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/her accrued sick leave.

SECTION 4. Emergency Leave.

Subd. 1. Employees may be granted an emergency leave at the discretion of the School District. Emergency leave refers to approved absence from work because of serious personal or family illness or family emergency.

Subd. 2. Emergency leave shall be deducted from sick leave days.

Subd. 3. Requests for emergency leave must be made in writing to the Superintendent at least three days in advance whenever possible, except in the event of emergencies. The request shall state the reason for the proposed leave. The School District reserves the right to refuse to grant such leave if, under the circumstances involved such leave should not be granted. All leaves must have prior written approval, but at no time shall more than three percent of the employees be granted emergency leave.

SECTION 5. Bereavement. In the event of the death of a member of the employee's immediate family, which shall include the spouse, children, parent(s), brother(s), sister(s), grandparent(s), grandchildren, mother(s)-in-law, father(s)-in-law, sister(s)-in-law, daughter(s)-in-

law, brother(s)-in-law, son(s)-in-law, aunt(s), uncle(s), niece(s), and nephew(s); leave with pay of up to three(3) days will be granted by the School District. Additional days may be granted at the discretion of the Superintendent. All days off shall be deducted from sick leave.

SECTION 6. Child Care Leave.

Subd. 1. A childcare leave may be granted by the School District, subject to the provisions of this section, to (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for childcare leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave.

Subd. 3. If the reason for the childcare leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a childcare leave. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected day of delivery.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so the dates of the leave are coincident with some natural break in the school year - i.e. winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute employee may also be considered by the School District in the granting of a childcare leave or the duration thereof.

Subd. 5. In making a determination concerning the commencement and duration of a childcare 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 his or her employment prior to the date designated in the request for childcare leave.

Subd. 6. An employee returning from childcare leave shall be re-employed in a like or similar position to which he or she is qualified.

Subd. 7. 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 to an extension in the leave.

Subd. 8. The parties agree that the applicable periods of probation for employees as set forth in Minnesota Statutes 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 periods of time for which the employee is on childcare leave shall not be counted in determining the completion of the probationary period.

Subd. 9. An employee who returns from childcare leave within the provisions of this section shall retain all previous seniority credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional seniority credit for pay purposes or leave time during the period of absence for childcare leave.

Subd. 10. An employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the

beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Subd. 11. Leave under this section shall be without pay or fringe benefits.

SECTION 7. Jury Service. An employee who serves on 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 service shall be remitted to the School District exclusive of mileage reimbursement.

SECTION 8. Non-Reimbursed Leave. Beginning with the 2005-2006 contract year, non-reimbursed leave of absence that is not the result of illness shall be granted for a maximum of five (5) days and for a cumulative total of seven (7) days. Leave under this section shall also include a pro-rated reduction of benefits.

SECTION 9. Eligibility. Leave benefits provided in this Article are designated for all employees as defined in ARTICLE IX, prorated to a 40-hour week.

ARTICLE IX HOURS OF SERVICE

SECTION 1. Basic Work Week. Basic work week shall consist of 40 hours, exclusive of lunch, for full-time employees. All work over 40 hours shall be paid at the overtime rate of time and one-half. Overtime must be approved by the administration in advance.

SECTION 2. Basic Work Year. A regular work year shall consist of twelve (12) months' employment.

SECTION 3. Part-time Employees. The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis.

SECTION 4. Shifts and Starting Time. All employees will be assigned starting time and shifts as determined by the School District.

SECTION 5. Lunch Period. Employees shall be provided a duty-free lunch period of at least 30 minutes.

SECTION 6. School Closing. In the event that school is closed for any reason and the employees are not required to perform services, the employee's compensation shall be reduced accordingly. If an employee is not informed one hour in advance of starting time and reports to work, he/she shall receive compensation for 1/2 day, and duties may be assigned during that 1/2 day.

SECTION 7. Regular summer driving routes shall be awarded first to union drivers.

ARTICLE X VACATIONS AND HOLIDAYS

SECTION 1. Eligibility. This article shall apply only to employees who are regularly employed as defined in ARTICLE IX.

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

- 2 weeks after 1 year,
- 3 weeks after 5 years,

4 weeks after 15 years.

SECTION 3. Application.

Subd. 1. Employees hired after July 1, 1984, are not eligible for vacation as a matter of right, until the anniversary date of their employment.

Subd. 2. If the employee resigns before completing a full year of service, he/she shall not be entitled to any vacation pay, and he/she shall have the salary paid for any vacation days taken deducted from his/her final check. An employee who has completed at least one year of service shall be entitled to receive the prorated pay for unused vacation time provided such employee provides the School District with at least two (2) weeks' advance, notice of his/her resignation time.

Subd.3. The scheduling of all vacation time shall be determined by the School District.

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

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

SECTION 6. Application. In order to be eligible for holiday pay, an employee must have worked his/her regular workday before and after the holiday unless he/she is on excused illness, leave, or on vacation under these provisions.

SECTION 7. Paid Holidays. Full-time employees shall be granted the following paid holidays:

- Independence Day,
- Labor Day,
- Thanksgiving Day,
- Friday Following Thanksgiving Day,
- Christmas Eve Day,
- Christmas Day,
- New Year's Day,
- Martin Luther King Day,
- Good Friday,
- Memorial Day.

This will apply to holidays falling within the period of employment. Less than 12-month employees shall be granted the following paid holidays:

- Thanksgiving Day,
- Christmas Day,
- Good Friday,
- Memorial Day.

**ARTICLE XI
DISCIPLINE-DISCHARGE PROBATIONARY PERIOD**

SECTION 1. Probationary Period. Under the provisions of this Agreement, an employee shall serve a probationary period of six (6) 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. The probationary period may be extended for three (3) months with mutual consent of both parties. 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. 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 his/her former classification.

SECTION 3. 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 4. 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. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the School District.

Seniority List. The School District shall post a separate seniority list for each classification of bus drivers and van drivers at the beginning of each school year but in no event later than September 30.

SECTION 5. Reduction in Force. The parties recognize the principle of seniority within classification in the application of this Agreement concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibilities of the position. 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. If a specific position (route) is discontinued, the affected employee shall be returned to his/her previous position (route).

SECTION 6. Time Off Provision. The School District must afford reasonable time off to elected officers or appointed representatives of the Exclusive Representative for the purpose of conducting the duties of Exclusive Representative and must, upon written request, provide for leaves of absence to elected or appointed officials of the Exclusive Representative. This time off may be without pay.

SECTION 7. Physical Examinations. Physicals, x-rays, or mantoux tests as required will be given at the expense of the district, but not to exceed \$73.50 reimbursed. The School District will pay the entire cost of the DOT required physical for those who are required to have a CDL when an employee has the physical at the School District designated clinic.

ARTICLE XII 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 the party's behalf.

SECTION 3. Definitions and Interpretation.

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

Subd. 2. 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. 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. 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 Postal Service within the time period.

SECTION 4. Time Limitation and Waiver. Grievances shall not be valid for consideration unless 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 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 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, 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 the receipt of the appeal. Within ten days after the meeting, 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 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 the representative notifies 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 Board or 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 8. Arbitration Procedures. In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved part, 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.

Subd. 2. No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten 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 Minnesota Bureau of Mediation Services to appoint an arbitrator providing such request is made within twenty days after request for arbitration. The request, shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Minnesota Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. 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 Board, 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 may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. 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. 6. 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 his/her shall be final and binding upon the parties, subject, however, to the limitations of the arbitration decisions as provided by in the P.E.L.R.A. 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. 7. 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 of the hearing or recording shall be made at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitrator.

Subd. 8. 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 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the public School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

SECTION 9. A party instituting any action, proceeding, or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another forum 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 XIII RETIREMENT AND RESIGNATION

SECTION 1. 2 week's written notice shall be required of an employee if he/she wishes to resign in good standing.

SECTION 2. 2 weeks written notice shall be given an employee if he/she is to be laid off.

SECTION 3. Mandatory retirement will be in accordance with the law.

ARTICLE XIV SEVERANCE PAY

SECTION 1. All employees who have completed at least fifteen (15) years of continuous service with the School District shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board.

SECTION 2. This article shall apply only to employees whose service has been continuous.

SECTION 3. An employee shall be eligible to receive as severance pay upon retirement the amount obtained by multiplying 40% of unused sick leave days, but in any event not to exceed fifty-five (55) days, times the individual daily rate of pay.

SECTION 4. Severance pay for eligible employees shall also include pay in the amount of three (3) days of pay for each year of service, but not to exceed a total of fifty (50) days pay.

SECTION 5. In applying these provisions, an employee's daily rate of pay shall be the basic daily rate at the time of resignation, as provided in the basic salary schedule for the basic school year.

SECTION 6. Severance pay shall be paid by the School District in the fiscal year from the effective date of the resignation and shall not be granted to any employee who is discharged by the School District.

SECTION 7. The provisions of this article shall apply only to employees who resign during the term of this Agreement and shall not be retroactive to employees who retired during the terms of previous Agreements.

SECTION 8. There shall be a cap of \$15,000 on the combined total of all severance and School District 403b contributions.

ARTICLE XV MATCHING ANNUITY PROGRAM

SECTION 1. Effective July 1, 2002, the matching program annuity is available to all employees covered under this Agreement according to the schedule below. Employees may elect to enroll in the full match or the half match schedule.

<u>Years of Service Completed In the School District</u>	<u>School District Yearly Match Full - Match</u>	<u>School District Yearly Match Half - Match</u>
5-10	\$250.00	\$125.00
11-15	\$500.00	\$250.00
16-19	\$750.00	\$375.00
20 and above	\$1,000.00	\$500.00

SECTION 2. Eligible employees must use this program during the election period or lose it for that year. Election of the carrier and amount of matching annuity must be made by the first Monday in October. The employee must complete a salary reduction authorization prior to any contribution being made.

SECTION 3. Any School District 403(b) contribution shall be subtracted from the employee's severance total at the time of severance payment. The severance total shall be calculated according to ARTICLE XIV.

SECTION 4. The maximum lifetime 403(b) district contribution shall not exceed \$6,000.

**ARTICLE XVI
PUBLIC OBLIGATION**

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

**ARTICLE XVII
DURATION**

SECTION 1. Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing on July 1, 2006 through June 30, 2008 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give to the other party written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

SECTION 2. Effect. This Agreement constitutes the full and complete Agreement between the School District and the Exclusive Representative. 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 or terms of this Agreement.

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

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:

SEIU Local No. 284, C.T.W.
FOR SCHOOL SERVICE EMPLOYEES
450 Southview Blvd.
South St. Paul, MN 55075

For Independent School
SCHOOL DISTRICT #726
Becker, MN 55308

Steward

Chairperson School Board

Business Representative

Clerk School Board

Bargaining Team

Date

Bargaining Team

Bargaining Team

Date

APPENDIX A - BASIC SALARY SCHEDULE

<u>BUS DRIVERS</u>	<u>2006-2007</u>	<u>2007-2008</u>
Per Route		
Step 1	\$29.08	\$29.37
Step 2	\$30.96	\$31.27
Step 3	\$32.89	\$33.21
Step 4	\$35.53	\$35.88
Step 5	\$43.65	\$44.08
Field trips per hour ** (2 hr. minimum)	\$18.66	\$18.84
*Half pay for non-driving time	\$9.62	\$9.72
Activity route per trip	\$43.20	\$43.63
Driver - full-time	\$22.25	\$22.47
Bus maintenance coordinator	\$24.50	\$24.75
Special Ed. (Summer School)	\$37.11	\$37.48
BMC and FT driver\call back	2 Hr. Min.	2 Hr. Min.
 <u>VAN DRIVERS</u>		
Per Hour		
Step 1	\$13.35	\$13.48
Step 2	\$14.11	\$14.25
Step 3	\$14.72	\$14.86
Step 4	\$15.48	\$15.63
Step 5	\$16.74	\$16.90

*Community Education Trips

Actual driving time per hour wage. One-half pay rate for non-driving time.

**The hourly rate for field trips will be paid from the required punch in time and to the actual punch out time.

MEMORANDUMS OF UNDERSTANDING

(Not part of agreement)

1. FIELD TRIPS

Field trips shall be assigned on a rotation basis. A driver who refuses to drive for a field trip in rotation shall forfeit his/her turn to drive for the next trip until his/her name comes up on the rotation list. If no driver signs up for a posted trip, the bus maintenance transportation coordinator will assign the trip to an available, qualified driver. Regular routes shall not be jeopardized under this memorandum. Field trips shall be defined as all trips except basic routes and activity trips.

2. OVERNIGHT FIELD TRIPS

Overnight field trips shall be paid at straight time for all hours of driving. One-half time rate shall be paid for all waiting time less 8 hours for sleeping. Lodging and meals will be provided.

3. BIDDING FOR ROUTES

Basic routes shall be posted for a period of 5 working days when they become vacant. At the close of the posting period, the senior, qualified driver who bids for the vacant route shall be awarded the posted route. Postings shall be filled within 5 working days of the last day of posting.

4. IN-SERVICE

All drivers are required to attend two paid in-service sessions. Failure to attend without an excused absence from the Superintendent will result in the violator being suspended for two days.

5. BUS MAINTENANCE COORDINATOR

The position of bus maintenance coordinator shall require the successful completion of courses to upgrade his/her skills as directed by the Superintendent.

6. UNIFORMS

The bus maintenance coordinator shall be furnished with three (3) sets of uniforms per year, and one pair of safety shoes per year. The uniform will be available by August 15th of each year.

7. SICK LEAVE

The bus maintenance coordinator and the "full-time driver" and the preschool drivers will be paid sick day pay based on the hours regularly scheduled in their work day.

8. BMC TOWN ROUTE

The bus maintenance coordinator may be assigned a town route.

9. DRUG TESTING

For drug and alcohol testing, whether random, required-by-law testings, or suspect testings one hour of pay at the "Driver Full-time" rate shown in Salary Schedule A will be provided.

10. MISSED ROUTE

When a route is missed due to early leave time and the time is changed at the last minute, the driver will be compensated for a missed route in an amount equal to the difference between the 2-hour minimum and the actual route pay.