

AGREEMENT

between

ST LOUIS COUNTY SCHOOLS ISD #2142

and

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

BUS DRIVERS

July 1, 2022 through June 30, 2024

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ARTICLE 1 – PURPOSE

Section 1. Parties. This agreement is entered into between Independent School District No. 2142, hereinafter referred to as the school district, and the International Union of Operating Engineers, hereinafter referred to as the exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for all school bus driver employees during the duration of this agreement.

ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. In accordance with the P.E.L.R.A., the school district recognizes the International Union of Operating Engineers as the exclusive representative for all bus driver employees employed by the school district, 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 district contained in the appropriate unit as defined in Article 3, Section 2 of this agreement and the P.E.L.R.A. and in certification by the Director of Mediation Services, if any.

ARTICLE 3 – 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 employee.

Section 2. Description of Appropriate Unit. For purposes of this agreement. the term "International Union of Operating Engineers" shall mean all persons in the appropriate unit employed by the school district in the capacity of licensed school bus drivers, commodities van drivers and van drivers and exclusive of confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14

hours per week or 35% of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period of not in excess of 67 working days in any calendar year, and emergency employees.

Section 3. Definitions. For purposes of administering this agreement, the term "school district" shall mean the school board or its designated representative. The term "bus driver" shall be defined as a person who drives a school district owned vehicle designed as a type A, B, C or D school bus as per M.S. 169.01, Subd. 6. The term "van driver" shall be defined as a person who drives a school district owned vehicle with a maximum seating capacity of ten (10) people including the driver. A full-time driver is considered to be a driver who is responsible for a regular AM and PM route.

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

ARTICLE 4 – SCHOOL BOARD RIGHTS

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

Section 2. Management Responsibilities. The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules, and Regulations. The 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 the 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 all provisions of this agreement are subject to the laws of the state. 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 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 5 – EMPLOYEE RIGHTS

Section 1. Right to Views. Nothing contained in this agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of 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 rights 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 in nine equal installments, beginning with the first pay period in September for nine-month employees.

ARTICLE 6 – RATES OF PAY

Section 1. Rates of Pay.

Subd. 1. The monthly salaries for a nine-month period of each year as reflected in the Salary Schedule, attached hereto, shall be part of the agreement for the period commencing July 1, 2022 to June 30, 2024 .

Subd. 2. The hourly rates of pay for van drivers shall be as follows:

Effective July 1, 2022: \$17.00

Subd. 3. The hourly rates of pay for a commodities van driver shall be as follows:

Effective July 1, 2022: \$17.00

Subd. 4. During the duration of this 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, a bus driver shall be compensated according to his/her current rate until a successor agreement is entered into.

Subd. 5. The rate for storage of district-owned buses shall be: \$50.00 per month for five (5) months.

Subd. 6. The rate for an individual charged with the responsibility of the maintenance and/or storage of a spare bus shall be: \$50.00 per month, for nine (9) months of the school year.

Subd. 7. Bus storage will be paid monthly upon submission of a properly executed district claim form.

Subd. 8. Bus drivers will have a one-time option to be paid either on a 9-month or 12-month basis. Notice must be given to the school district prior to July 1 of each year.

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. Establishment of Public Employees Insurance Program (PEIP) and Health Reimbursement Arrangement (VEBA Plan) as provided for in Subd. 2. 1. below.

Subd. 1. Benefits provided through PEIP. Employer shall provide the following contributions to insurance premiums for eligible staff who elect and enroll in single or family coverage:

- 87.5% for Advantage High Plan
- 90% for Advantage Value Plan
- 92.5% for HSA Compatible Plan

Subd. 2. VEBA (HRA) Plan Benefits. Employer shall make available a VEBA/HRA Plan to all qualified bargaining unit members who exercise their option to enroll in the PEIP - HSA Compatible Plan. It is intended that this arrangement constitute a voluntary employee's beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

1. Employer shall contribute \$1,000 annually for any active employee electing single or family coverage under the HSA Compatible Plan.
2. A "VEBA Plan" year is defined to September 1 to August 31 of each year.
3. If the Employer maintains a health flexible spending account (FSA), the Employer will specify in the Adoption Agreement for the VEBA Plan document that eligible health expenses will be

paid from the FSA account first until exhausted, and from the VEBA Plan second.

4. Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA Plan shall be paid by the Employer.

Administrative fees allocable to individual accounts of active employees, who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid from the account.

Administrative fees allocable to the individual accounts of former employees shall be paid from the account.

Administrative fees allocable to the individual accounts of retirees shall be paid from the account.

If the VEBA Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid by the Employer.

5. Employer Contributions to the VEBA Health Reimbursement Arrangement for Active Employees.

Employer will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members and eligible employees in accordance with the following schedule:

The contribution shall be applied in full each January 1st of the employees' service year. The total contribution for a participant shall in no event exceed the contribution to which he or she was originally entitled to for that year.

If a qualified bargaining unit member enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the Employer shall prorate the amount of the Employer Contribution to reflect the late entry.

All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the PEIP HSA Compatible Plan in Subdivision 1.

Secion 3. Calculation of Full-Time Equivalency (FTE) for Benefits. The Employer shall contribute an amount on a proration basis to full-time employees using 2080 hours per calendar year as full-time equivalency, with such proration indexed at 1.5 of proration value, with minimum district contribution to be 50% of premium cost for all bus drivers who have satisfactorily completed their probationary period. Proration will be calculated based upon prior years' service hours with any necessary adjustments to be implemented the subsequent service year, with "service year" to be defined to be July 1 to June 30. This subdivision shall become effective for all bus drivers hired after January 1, 2000. Bus drivers hired prior to January 1, 2000 shall receive health and hospitalization benefits in accord with 1997-1999 Master Agreement which states their FTE for health benefits is 1.0.

Subd. 1. In the event the employee's service hours in any given service year exceed the FTE calculation for District's paid portion of insurance premium, the employee shall be granted the excess FTE in the subsequent year.

In the event that the employee's service hours in any given service year are less than the FTE calculation for District's paid insurance premium, the District shall reduce subsequent years District contribution accordingly.

Subd. 2. Establishing Regular Route Service Hours. The lead bus driver will establish service hours for all regular to-and-from bus routes in August and submit times to district Transportation Director for review and approval. Each route's service hours will be basis for determining all non-vouchered service hours and in calculating benefit proration.

Section 4. Retiree Severance Benefits. An employee with a hire date prior to July 1, 2017, and their dependents may continue to be insured under their existing medical insurance plan with the School District provided they have either reached a retirement age acceptable to the Public Employees Retirement Association, with a minimum age of 55 years, or have completed

twenty (20) years of service with the School District. The retiree coverage shall continue until the total value of unused accumulated sick days is exhausted. A maximum of 120 days accumulated sick leave may be carried into retirement. Sick leave "value" shall be calculated using the employee's highest three year average daily rate times the number of allowed accumulated sick days.

The employee shall receive qualified cash retirement benefits of 50% of accumulated sick days (maximum 60 days) on January 15 of the calendar year following his/her retirement date. The remaining 50% of accumulated sick days (maximum 60 days) will be deposited into the retiree's Minnesota State Retirement System (MSRS) Post-Retirement Health Care Savings Plan (HCSP) 30 days following retirement. Employees may opt to defer more than fifty percent (50%) toward hospital insurance premiums upon retirement. Employees shall submit in writing to the District Office a letter noting the percentage of their severance amount to be cash and what percentage is to be applied toward continuation of medical premiums prior to their retirement.

All sick leave value remaining upon the death of the retired employee shall be paid to his/her beneficiary as a single cash payment.

Section 5. Life Insurance. The school district shall provide \$45,000 of group term life insurance for each full-time bus driver employed by the school district, who qualifies for and is enrolled in the school district life insurance program.

Section 6. Bus Drivers Physicals. Each employee is required to maintain a DOT physical certificate and a valid Minnesota driver's license with a passenger and school bus endorsement. In the interest of good health, the board reserves the right to call for a physical examination of an employee at any time with just cause.

Section 7. 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 8. Duration of Insurance Contribution. A bus driver is eligible for school district contribution as provided in this Article as long as the bus driver

is employed by the school district, exclusive of unpaid leaves of absence, other than unpaid leaves of absence covered by FMLA (Family Medical Leave Act). Upon termination of employment, all district contribution shall cease, other than health and hospitalization contributions as defined in Section 3 of this Article. *Refer to Article 8, Section 8.

Section 9. Dental Insurance. The School District will make single or family dental insurance available for all employees at their own expense.

ARTICLE 8 – LEAVES OF ABSENCE AND HOLIDAY PAY

Section 1. Sick Leave.

Subd. 1. A full-time bus driver shall earn sick leave at a rate of one and two-thirds (1-2/3) days for each month of service in the employ of the school district. The term days shall be defined as the average hours per service day during the employee's service year. 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 credit of 135 days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed whenever a bus driver's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.

Subd. 4. The school district may require a bus driver 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. In the event that a medical certificate will be required, the bus driver will be so advised.

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

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.

Subd. 7. Childcare Leave. A childcare leave may be granted by the school district subject to the provisions of this subdivision. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time. The Family Medical Leave Act (FLMA) shall begin the first day of approved and authorized child care leave.

An employee making application for child care leave shall inform the Superintendent in writing of the intention to take the leave at least three (3) calendar months before the commencement of the intended leave.

If the reason for the child care leave is occasioned by pregnancy, an employee may elect to utilize sick leave pursuant to the sick leave provisions of this agreement in lieu of seeking a child care leave pursuant to this subdivision. A pregnant employee will also provide, at the time of the leave application, a statement from her physician indicating the expected date of delivery.

The school district may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year (i.e., winter vacation, spring vacation, semester break, quarter break, end of the school year, or the like).

In making 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 of more than twelve (12) months in duration.
2. Permit the employee to return to his/her employment prior to the date designated in the request for childcare leave.

If the same position is available, then the returning employee shall be assigned to the original position.

Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the employee and the school district mutually agree to an extension in the leave.

The parties agree that the applicable periods of probation for the employee as set forth in the contract are intended to be periods of actual service enabling the school district to have an opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which the employee is on child care leave shall not be counted in determining the completion of the probationary period. An employee who returns from child care leave within the provisions of this subdivision shall earn the same salary as he/she earned prior to the leave.

A bus driver shall have the right to pay full cost of insurance benefits at the group rate, accumulated sick leave and all other accrued benefits provided for in this contract shall be sustained for the employee during the leave period.

Leave under this subdivision shall be without pay or fringe benefits, except as provided by FMLA.

Subd. 8. A bus driver may use sick leave for care of a sick child, spouse, or parent on the same terms the bus driver is able to use sick leave for his/her own illness.

Section 2. Workers' Compensation. Pursuant to M.S. 176, a bus driver 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/her accrued sick leave.

Section 3. Bereavement. Up to three (3) days leave shall be allowed, the days to be deducted from sick leave, for death in the bus driver's immediate family.

The specific amount of leave allowed is subject to the discretion of the Superintendent depending on the circumstances. Immediate family is defined as the bus driver's spouse, and the bus driver's or spouse's child, parent, brother, sister, grandchild, grandparent, step-relationships as listed for immediate family, or other relative living in the same household as the employee.

The bus driver may request one (1) day of paid leave to serve as a pallbearer, with the day to be deducted from accumulated sick leave.

Section 4. Medical Leave.

Subd. 1. An employee who has completed his/her probationary period, who is unable to perform his/her 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 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 his/her normal responsibilities.

Section 5. Employment Requirements. Each employee is required to submit a certificate of good health from a physician of his/her choice before officially being employed in the District No. 2142 schools, and maintain a valid Minnesota driver's license with a school bus driver endorsement. In the interest of good health, the board reserves the right to call for a physical examination of an employee at any time.

Section 6. Personal Leave.

Subd. 1. All bus drivers shall be entitled to four (4) days of personal leave per contract year. Three (3) or more may be used in succession with prior written approval from the building principal. Unused personal leave days may be accrued to five (5) days the subsequent year. No more than 3 unused personal leave days shall be paid to the employee at 100% of the days wage value, with any remaining unused

personal leave days paid to the employee at 80% of the days wage value. Should the building principal not respond or deny the request, the employee shall be allowed to appeal the denial to the Superintendent. No more than one (1) individual within each school may be granted personal leave on the same day. The employee must notify the building principal in advance of such leave. The employee will submit their request for time off using the District Absence Management system. It is the responsibility of the bus driver to secure a qualified and licensed substitute.

Subd. 2. Van and Commodities drivers get one personal day after one year with no carryover or buyback. Should the building principal not respond or deny the request, the employee shall be allowed to appeal the denial to the Superintendent. No more than one (1) individual within each school may be granted personal leave on the same day. The employee must notify the building principal in advance of such leave. The employee will submit their request for time off using the District Absence Management system. It is the responsibility of the bus driver to secure a qualified substitute.

Section 7. Family Illness. A bus driver shall be allowed up to five (5) days for illness in the immediate family with immediate family defined in accord with Section 3 of this Article, with exception of spouse and child. Such leave shall be deducted from the accumulated sick leave. In cases of illness of spouse or child, paid sick leave shall be limited only by employee's accumulated sick leave. The school district may require verification by a doctor.

Section 8. Catastrophic Illness. A bus driver with 18 or more years of service to the school district, and who experiences a catastrophic illness as an employee, or the bus driver's child or spouse experiences a catastrophic illness, and the bus driver is within two years of retirement in accord with PERA criteria, and who has reached maximum of allowed sick leave prior to onset of the catastrophic illness, shall receive up to 45 days of catastrophic sick leave that may be used in addition to the employee's sick leave accumulation.

Section 9. Other Leave Time. Any leave time being requested, other than sick leave, personal leave, or funeral leave, must receive prior approval from the Superintendent.

Section 10. Jury Duty. The school district shall grant employees time off to serve on juries. The amount of pay while serving on jury duty shall not exceed the difference between the employee's regular rate of pay and the statutory allowance.

Section 11. Insurance Application. A bus driver on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the 11th working day, and shall pay to the school district monthly premiums in advance, with payment to be received in school district's business office no less than five (5) days prior to the school district's premium pay date to the insurance company. Failure of the employee to make premium payment in a timely manner will result in the employee being dropped as a participant in school district insurance program.

Section 12. Credit. An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Section 13. Holiday Pay.

Subd. 1. Bus drivers who have successfully completed their probationary period shall receive holiday pay for those holidays listed below:

Fourth of July
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Presidents Day
Good Friday
Memorial Day

Subd. 2. The district reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

ARTICLE 9 – ADDITIONAL DUTY HOURLY COMPENSATION

Section 1. Hourly Rate Duties. Driving duties to be reimbursed by an hourly rate in addition to the monthly salary include, but are not limited, the following:

1. Driving an additional route when a bus is broken down.
2. Driving extracurricular or field trips.
3. Driving to and from a maintenance facility to repair vehicle.
4. Driving to replace one bus with another bus.

Section 2. Substitute Bus Drivers. The school district reserves the right to employ such personnel as it deems desirable or necessary on a part time or casual basis.

Section 3. School Closings. In the event of a duty day lost for any reason, the bus drivers shall perform duties on that day, or other such day in lieu thereof, as the school district shall determine. The Principal shall assign the employee the amount of time of their regular workday, and sign off as such.

Section 4. Extracurricular Trips. The regular contract bus drivers as defined in Article 3, Section 3, shall have first priority regarding extracurricular trips that utilize District owned vehicles designated as a Type A, B, C, or D school bus. The hourly rate will be \$20.00. If within 48 hours of an activity there are either not buses or drivers have not committed to drive the activity, the District may utilize either substitute drivers or the services of an outside vendor. On all extracurricular and co-curricular trips that require an overnight stay, no hours will be vouchered once the bus is parked for the evening. Vouchered hours begin when the bus is required the next day. Drivers of all extracurricular and co-curricular trips will be eligible for meal and lodging reimbursement in accord with School District policy. Per Diem will be vouchered in accord with District finance rules. Lodging will be arranged through the site Principal's office. The drivers of each school shall meet prior to the commencement of each school year and shall determine by majority vote the procedures to be used in the assignment of extracurricular and co-curricular assignments for that school year. The Lead Bus Driver will inform the building Principal, District Transportation Director, and the Union of the assignment procedure prior to the beginning of school.

Section 5. Training New Bus Drivers. Employees who are granted permission to train new drivers or substitute drivers shall be compensated at the prevailing rate for extracurricular trips.

Section 6. Attendance at Meetings and Classes. When the employer requires an employee to attend meetings and/or employer-required classes, the affected employee shall be paid the extra trip rate for all hours of attendance. The employees will be given as much advance notice as reasonably possible for classes or workshops.

Section 7. Lead Bus Drivers. Lead bus driver stipend will be \$2,500.00 for 2022 – 2023 and \$2,750.00 for 2023 – 2024, per Driver for four (4) Lead Drivers.

The rate per year is based upon a 10-month period per year. The Lead Bus Driver's duties and responsibilities shall be in accord with school district job description for this position.

ARTICLE 10 – PROBATIONARY PERIOD, SENIORITY, AND OPEN ROUTES

Section 1. Probationary Period. An employee under the provisions of this agreement shall serve a probationary period of nine (9) months of driving with 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 for the first thirty (30) service days, insofar as suspension, discharge, or other discipline is concerned. The employee shall have the right to utilize the grievance procedure during the balance of the probationary period. No employee benefits under the terms of this contract shall accrue to a probationary employee other than as specified in Section 2 of this Article.

Section 2. First Six Months. Upon completions of the first six months of the probationary period, the bus driver shall become eligible for benefits under the contract and begin to accumulate credit toward sick leave and personal leave time. Exception would be eligible to participate in district health/hospitalization plan as specified in Article 7, Section 2 of this

agreement. Health/ hospitalization eligibility will commence after 30 service days.

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 service in the position for which the probationary period was served. If more than one employee commences work on the same date, seniority ranking for such employees shall be determined by the following criteria: (First) total service time to the school district, (Second) lowest number represented by last four digits of the employees' social security number. Separate seniority lists shall be maintained for bus drivers and van drivers. The seniority list shall be updated and published and/or distributed prior to the annual safety meeting and allow members up to 10 days from the posted date to present any changes. Tie breaking criteria shall be effective only for employees hired after July 1, 2001.

Section 5. Open Routes. Van drivers who have all the necessary qualifications and meet all of the requirements will be given first consideration when applying for open routes in their attendance areas. There shall be a union board in all bus garages to be used for postings.

Section 6. Seniority Transfer between Employee Categories. If a van driver is awarded a bus driver position, that employee will not carry seniority with them other than purposes of benefits.

ARTICLE 11 – REDUCTION IN FORCE

The parties recognize the principle of seniority within the high school attendance area in the application of this agreement, within classification, concerning reduction in force, provided the employee is 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 twenty-four (24) months after the date of layoff. An employee on layoff will be declared eligible for any opening within any of the school district attendance areas within his/her classification. An employee may waive recall for a less than full-time bus driver position without affecting his/her right to recall.

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 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 within the employee's service year 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 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 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 designee shall set a time to meet regarding the grievance within fifteen days after receipt of appeal. Within ten days after the meeting, the superintendent or his 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, 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 representatives of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision.

Section 6. Denial of Grievance. 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.

Section 7. 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. Request. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the superintendent within ten days following the decision in Level III of the grievance procedure.

Subd. 2. 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. 3. Selection of Arbitrator. 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 PERK to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, 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 PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information. 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 Article 12, Section 5, of the grievance procedure.

The school district may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. 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 de novo.

Subd. 6. 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 the P.E.L.R.A.

Subd. 7. Expenses. Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any

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

Subd. 9. Election of Remedies and Waiver. A party instituting any action, proceeding, or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this 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 contract, neither the exclusive representative nor any individual employee shall engage in any strike as defined by the P.E.L.R.A. The parties agree that procedures affecting this Article are provided for by the 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 Negotiation. This agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30, 2024, 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 written notice of such intent no later than 120 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this agreement.

Section 2. Effect. This agreement constitutes the full and complete agreement between the school district and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, 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 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: St Louis County Schools
ISD 2142



Pat Christensen, Chair



Lynn Hilde, Clerk



Reggie Englebritson, Superintendent/
Chief Negotiator

For: International Union of
Operating Engineers, Local 70



Scott Marsyla, Business Manager



Michael Dowdle, President



Linda Powers, Recording Secretary



John Hane, Business Representative

James Nemec, Steward



Peter Niska, Steward



Date:



Date:

JH/jcb/opeiu#12
Contracts/St Louis Bus

SALARY SCHEDULE 2022 – 2023

<u>Classification</u>	<u>Less than 4 years</u>	<u>4 – 8 years</u>	<u>8+ years</u>
A > 146 Miles			
Yearly	\$22,065.21	\$22,476.20	\$23,032.62
Monthly (over 9 months)	\$2,451.69	\$2,497.36	\$2,559.18
Daily (171 student contact days)	\$129.03	\$131.44	\$134.69
B 126 – 145 Miles			
Yearly	\$21,336.24	\$21,752.31	\$22,300.27
Monthly (over 9 months)	\$2,370.70	\$2,416.92	\$2,477.81
Daily (171 student contact days)	\$124.77	\$127.20	\$130.40
C 101 – 125 Miles			
Yearly	\$20,605.62	\$21,028.44	\$21,569.65
Monthly (over 9 months)	\$2,289.51	\$2,336.49	\$2,396.63
Daily (171 student contact days)	\$120.49	\$122.98	\$126.14
D 81 – 100 Miles			
Yearly	\$20,111.77	\$20,605.62	\$21,028.44
Monthly (over 9 months)	\$2,234.65	\$2,289.51	\$2,336.49
Daily (171 student contact days)	\$117.61	\$120.49	\$122.98
E 0 – 80 Miles			
Yearly	\$19,590.86	\$20,035.67	\$20,507.53
Monthly (over 9 months)	\$2,176.76	\$2,226.18	\$2,278.61
Daily (171 student contact days)	\$114.56	\$117.16	\$119.92

Longevity Pay: An additional \$23.90 per month will be paid to employees after 20 years of service, and \$29.88 per month after 25 years.

SALARY SCHEDULE 2023 – 2024

<u>Classification</u>	<u>Less than 4 years</u>	<u>4 – 8 years</u>	<u>8+ years</u>
A > 146 Miles			
Yearly	\$22,285.86	\$22,700.96	\$23,262.94
Monthly (over 9 months)	\$2,176.21	\$2,522.33	\$2,584.77
Daily (171 student contact days)	\$130.32	\$132.76	\$136.04
B 126 – 145 Miles			
Yearly	\$21,549.60	\$21,969.83	\$22,523.28
Monthly (over 9 months)	\$2,394.41	\$2,441.09	\$2,502.59
Daily (171 student contact days)	\$126.01	\$128.47	\$131.71
C 101 – 125 Miles			
Yearly	\$20,811.67	\$21,238.73	\$21,785.35
Monthly (over 9 months)	\$2,312.40	\$2,359.86	\$2,420.60
Daily (171 student contact days)	\$121.70	\$124.21	\$127.40
D 81 – 100 Miles			
Yearly	\$20,312.88	\$20,811.67	\$21,238.73
Monthly (over 9 months)	\$2,256.99	\$2,312.40	\$2,359.86
Daily (171 student contact days)	\$118.79	\$121.70	\$124.21
E 0 – 80 Miles			
Yearly	\$19,786.77	\$20,236.03	\$20,712.61
Monthly (over 9 months)	\$2,198.53	\$2,248.44	\$2,301.40
Daily (171 student contact days)	\$115.71	\$118.33	\$121.12

Longevity Pay: An additional \$23.90 per month will be paid to employees after 20 years of service, and \$29.88 per month after 25 years.

LETTER OF AGREEMENT

Employer, hereinafter referred to as the Employer, and the International Union of Operating Engineers, Local 70, hereinafter referred to as the Union, agree to the following:

Retention/ratification ^{stipend} ~~bonus~~: It was agreed that if the contract is settled on the first vote following the April 27, 2022 negotiations, all covered bus, van & commodities drivers who maintain employment from July 1, 2022 – June 30, 2023 will receive a \$250 stipend. ^{KE PNUH SM}

For: St. Louis County ISD #2142

Reggie Engeltson, Ed. D.

Date: July 26, 2022

For: International Union of Operating Engineers, Local No. 70

Scott Marsyla
Scott Marsyla, Business Manager

John Hane
John Hane, Business Representative

James Nemec, Steward

Peter Niska
Peter Niska, Steward

Date: 7/5/22

JH/jcb/opeiu#12

Memorandum of Understanding
by and between
St. Louis County Schools, ISD 2142
and
Bus Drivers, Operating Engineers Local 70

WHEREAS the School District and Union are parties to a 2022-2024 collective bargaining agreement in which Article 9 Additional Duty Hourly Compensation Section 3 states:

School Closings. In the event of a duty day lost for any reason, the bus drivers shall perform duties on that day, or other such day in lieu thereof, as the school district shall determine. The Principal shall assign the employee the amount of time of their regular workday, and sign off as such.

NOW, THEREFORE, BE IT RESOLVED that the parties hereto agree to follow the process below for the remainder of the contract to expire June 30, 2024.

School Closings. In the event of a duty day lost for any reason, the bus driver shall perform duties on that day, or other such day in lieu thereof. All time must be made up by taking an extra-curricular trip for lost work days. The Transportation Director shall assign the employee the amount of time of their regular work day, and sign off as such.

Operating Engineers, Local 70


Business Manager


Business Representative


Union Steward

9-27-23
Date

St. Louis County Schools, ISD 2142


Chair


Clerk

7-25-2023
Date

