

2018 - 2020

AGREEMENT

between

**SAINT PAUL PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 625**

and

**MINNESOTA TEAMSTERS
PUBLIC AND LAW ENFORCEMENT
EMPLOYEES UNION LOCAL NO. 320**

**Representing
School Bus Drivers**

July 1, 2018 through June 30, 2020





SAINT PAUL PUBLIC SCHOOLS
Independent School District No. 625

Board of Education

Zuki Ellis	Chair
Steve Marchese	Vice-Chair
Jeanelle Foster	Clerk
Jon Schumacher	Treasurer
John Brodrick	Director
Mary Vanderwert	Director
Marny Xiong	Director

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AGREEMENT

ARTICLE 1. DEFINITION OF AGREEMENT

- 1.1 Parties. This Agreement, entered into between the Board of Education, Independent School District No. 625, Saint Paul, Minnesota, hereinafter referred to as the Board, "District" or "Employer," and Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320 (certified by the Director of the Bureau of Mediation Services as the exclusive representative in Case No. 91-PCB-2245 on March 11, 1991, hereinafter referred to as "Local No. 320" or "Union" pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, to set forth the terms and conditions of employment.
- 1.2 Purpose. The purpose of this Agreement is to promote orderly and constructive relationships between the Board, the employees of this unit, and Local No. 320.

ARTICLE 2. RECOGNITION

- 2.1 The Board recognizes Local No. 320 as the certified exclusive representative for the following unit:
- All School Bus Drivers - Special Needs Students employed by Independent School District No. 625, Saint Paul, Minnesota, who are public employees within the meaning of Minnesota Statute § 179A.03, Subd. 14, excluding confidential, supervisory, and all other employees.
- 2.2 The Board agrees that so long as Local No. 320 is the exclusive representative in accordance with the provisions of PELRA, and as certified by the Bureau of Mediation Services, State of Minnesota, for all personnel defined in 2.1 of this Article, that it will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for this unit.

ARTICLE 3. CHECK OFF, FAIR SHARE

3.1 The District agrees to deduct the Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the District by a representative of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as possible.

3.2 Any present or future employee who is not a Union member may be required to contribute a fair share fee for services rendered by the Union. Upon notification by the Union, the District shall check off said fee from the earnings of the employee and transmit the same to the Union. In no instance shall the required contribution exceed 85% of regular Union membership dues. This provision shall remain operative only so long as specifically provided by Minnesota law.

In the event there is a change in the law permitting the Union to assess an amount in excess of 85% of regular membership dues, the full amount permitted by law may be assessed by the Union.

3.3 The Union will indemnify, defend, and hold the School District harmless against any claims made and against any suits instituted, and any orders or judgments issued against the School District, their officers or employees, as a result of any action taken or not taken by the District in compliance with the provisions of this Article.

3.4 Dues and fair share deductions for the summer months shall be scheduled by mutual consent between the District and the Union.

3.5 Check Off, Fair Share. The Employer agrees to deduct voluntary contributions from the Union membership for the National Teamsters D.R.I.V.E. (Democratic Republican Independent Voter Education) fund from the pay of those employees who individually request in writing that such deductions be made. Such deductions shall be made once each month and remitted to the Union.

ARTICLE 4. NON-DISCRIMINATION

4.1 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, or because of race, color, sex, religion, national origin or political opinion or affiliations.

ARTICLE 5. WORKING CONDITIONS

- 5.1 Emergency Closings. If it becomes necessary or desirable to close a school as a result of an emergency, the effort shall be made to notify employees not to come to work. Employees not notified who report for work shall be granted one (1) hour of pay for an employee regularly scheduled for four (4) hours or less, and two (2) hours of pay for an employee regularly scheduled for more than four (4) hours, at the regular straight-time rate. The official system for notification of school closing is through radio station WCCO, and such broadcast shall constitute notification.
- 5.2 Quarantine/Catastrophic Disaster Leave. Employees will be provided up to a maximum of ten (10) days paid leave of absence for quarantine by a health officer due to a contagious disease. The same will be provided for a catastrophic disaster that occurs at the employee's school and/or community which causes the closure of the District or the employee's worksite.
- 5.3 Workshops. Employees required by the School District to attend workshops shall be reimbursed for the tuition of the workshop and the normal hourly rate for the time spent in the workshop.
- 5.4 Mileage.
- 5.4.1 Allowance. Employees of the School District, under policy adopted by the Board of Education, may be reimbursed for the use of their automobiles for school business. The mileage allowance for eligible employees shall be established by the Board of Education. The mileage reimbursement rate shall be indexed periodically to reflect the rate established by the Internal Revenue Service.
- 5.4.2 Reimbursement Procedures. An employee must keep a record of each trip made. Reimbursement shall be for the actual mileage driven in the performance of assigned duties as verified by the appropriate school district administrator and in accordance with School District Business Office policies and procedures.
- 5.4.3 Use of Personal Automobile. Any employee who uses his or her personal automobile on District business is required to carry basic limits of liability coverage to the extent of \$100,000 per person, \$300,000 per accident for bodily injury, and \$50,000 for property damage.
- 5.5 Correction of Compensation Errors. Employees should routinely review their bi-weekly pay check and immediately document any errors or inquiries by contacting the District's payroll department. Failure to notify the payroll department in a timely manner, or failure to routinely review the accuracy of their bi-weekly compensation may result in lost compensation.

District Authority. When underpayment errors are identified, the District will review the nature of the error and shall reimburse the employee in full up to a maximum retroactive period of two years. In the case of an overpayment, in excess of fifty (50) dollars the schedule and amount of deductions will be determined by mutual agreement between the District and the employee up to a maximum retroactive period of two (2) years.

Procedure for Addressing Significant Overpayment Errors. In the case of a significant overpayment, deductions from bi-weekly compensation shall be based on a repayment schedule established by the District. The District, at its discretion, may limit the amount of repayment to less than the two-year retroactive period described above. The reduction of a reimbursement period will be based on the nature of the error and whether the employee took reasonable preventative action by routinely reviewing the accuracy of their biweekly compensation.

ARTICLE 6. HOURS

- 6.1 Hours. This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing in this Agreement shall be construed as a guarantee of any hours of work.
- 6.2 Overtime. Overtime is to be paid for at the rate of one and one-half (1-1/2) times the employee's normal hourly rate for all hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week.
- The overtime compensation due the employee shall be paid at the rate herein cited, or by granting compensatory time on a time and one-half basis if mutually agreed to by the District and the employee.
- 6.3 Lunch Break. All employees are entitled to a duty-free lunch break of thirty (30) minutes without pay, which must be coordinated with the supervisor and is subject to approval. Employees who work five (5) hours or less shall not be required to take a lunch break, except when otherwise controlled by federal requirements.
- 6.4 If, in the judgment of the Employer, personnel are necessary for operating or emergency reasons, employees may be scheduled or called back to work at straight time. The employee will be guaranteed four (4) hours of straight-time pay if put to work. If called back but not put to work, the employee will receive two (2) hours of straight-time pay.

ARTICLE 7. PROBATION

- 7.1 Probation.
- 7.1.1 The original probationary period shall be twelve (12) consecutive months from the date of appointment for positions in this bargaining unit. The probationary period for promotional appointments shall be six (6) consecutive calendar months from the date of appointment excluding holidays, school breaks, and leaves of absence.
- 7.1.2 Extended absences of any kind lasting one (1) month or more in duration shall not be credited when calculating time towards the completion of either the original or promotional probationary period.
- 7.1.3 If the employee's service is found unsatisfactory by the Employer during the period of original appointment probation, the probationary employee may be discharged at the discretion of the Employer, prior to the end of the original probationary period.
- 7.1.4 If the employee's service is found unsatisfactory by the Employer during the period of promotional appointment probation, the probationary employee shall be reinstated, at the discretion of the Employer, to his/her former position or to a position to which he/she might have been transferred or assigned prior to the promotion, prior to the end of the promotional probationary period.
- 7.1.5 Discharge or reinstatement to a lower level position, if any available, during or at the conclusion of the probationary period stated in 7.1.3 above is not grievable under the contractual grievance procedure, nor is it subject to other appeal.

ARTICLE 8. HOLIDAYS

8.1 Holidays recognized and observed. The following nine (9) days shall be designated as holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Eligible employees shall receive pay for each of the holidays listed above, on which they perform no work. Whenever New Year's Day, Independence Day or Christmas Day falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of these three holidays falls on Sunday, the following Monday shall be observed as the holiday.

8.2 Eligibility Requirements. In order to be eligible for holiday pay, an employee must have been active on the payroll the day of the holiday. It is further understood that temporary employees shall not receive holiday pay.

8.3 If Presidents' Day or Martin Luther King Day falls on a day when school is in session, the employee shall work that day at straight time and another day shall be designated as the holiday. This designated holiday shall be a day on which school is not in session and shall be determined by agreement between the employee and the supervisor.

ARTICLE 9. VACATION

9.1 Vacation credits shall accumulate at the rates shown below for each full hour on the payroll, excluding overtime:

<u>Years of Service</u>	<u>Multiplier</u>	<u>Hours</u>	<u>Days</u>
First year through 4 th year	.0538	112	14
5 th year through 9 th year	.0730	152	19
10 th year through 15 th year	.0846	176	22
16 th year through 23 rd year	.1038	216	27
24 th year and thereafter	.1115	232	29

This formula is based on a 2,080-hour work year. Calculations shall be rounded off to the nearest hour. Years of Service means years of service in the School District.

9.2 The employee may carry over up to one hundred (140) hours of vacation into the following "vacation year."

9.3 For the purpose of this Article, the "vacation year" shall be the calendar year.

9.4 The scheduling of vacation is subject to approval of the employee's supervisor.

ARTICLE 10. ACTIVE EMPLOYEE INSURANCE BENEFITS

- 10.1 The Employer will continue for the period of this Agreement to provide for active employees such health and life insurance benefits as are provided by Employer at the time of execution of this Agreement.
- 10.2 Eligibility Waiting Period. Employees shall be eligible on the first day of the month following 30 days of continuous regularly appointed service in Independent School District No. 625 to receive the District contribution to premium cost for health, life, and dental insurance provided herein.
- 10.3 Full-Time Status. For the purpose of this Article, full-time employment is defined as appearing on the payroll at least thirty (30) hours per week or at least sixty (60) hours per pay period, excluding overtime hours.
- 10.4 Half-Time Status. For the purpose of this Article, half-time employment is defined as appearing on the payroll at least twenty (20) hours but less than thirty (30) hours per week or at least forty (40) hours but less than sixty (60) hours per pay period, excluding overtime hours.
- 10.5 Employer Contribution Amount--Full-Time Employees. For each eligible employee covered by this Agreement who is employed full time and who selects employee insurance coverage, the Employer agrees to contribute the cost of such coverage or \$610 per month, whichever is less. For each eligible full-time employee who selects family coverage, the Employer will contribute the cost of such family coverage or \$1,185 per month, whichever is less.
- 10.5.1 Effective January 1, 2017, for each eligible employee covered by this Agreement who is employed full time and who selects employee insurance coverage, the Employer agrees to contribute the cost of such coverage or \$630 per month, whichever is less. For each eligible full-time employee who selects family coverage, the Employer will contribute the cost of such family coverage or \$1,210 per month, whichever is less.
- 10.5.2 Effective January 1, 2018, for each eligible employee covered by this Agreement who is employed full time and who selects employee insurance coverage, the Employer agrees to contribute the cost of such coverage or \$650 per month, whichever is less. For each eligible full-time employee who selects family coverage, the Employer will contribute the cost of such family coverage or \$1,235 per month, whichever is less.
- 10.6 Employer Contribution Amount--Half-Time Employees. For each eligible employee covered by this Agreement who is employed half time, the Employer agrees to contribute fifty percent (50%) of the amount contributed for full-time employees selecting employee coverage; or for each half-time employee who selects family insurance coverage, the Employer will contribute fifty percent (50%) of the amount contributed for full-time employees selecting family coverage in the same insurance plan.
- 10.7 Employer Contribution Amount: Married Couples. Full-time employees who are married to another District employee and who are covered under their spouse's health plan may waive the single or family contribution to health insurance and receive up to \$150 per month toward their spouse's family premium. The combination of District contributions cannot exceed the full cost of family coverage and cannot be applied in cases where the spouse is receiving health insurance through the District's cafeteria benefits plan.

ARTICLE 10. ACTIVE EMPLOYEE INSURANCE BENEFITS (continued)

10.8 Life Insurance. For each eligible employee, the Employer agrees to provide \$40,000 life insurance coverage. This amount shall drop to \$5,000 of coverage (in the event of early retirement) until the retiree reaches age 65; then all Employer coverage shall terminate.

10.8.1 Effective January 1, 2016, for each eligible employee, the Employer agrees to provide \$50,000 life insurance coverage. This amount shall drop to \$5,000 of coverage (in the event of early retirement) until the retiree reaches age 65; then all Employer coverage shall terminate.

10.9 Dental Insurance. The Employer will contribute for each eligible full-time employee covered by this Agreement up to \$40 per month toward single coverage in a District-sponsored dental insurance plan. Effective January 1, 2017, the District will increase contribution toward family coverage to \$50.00.

10.9.1 Employees who enroll in family dental coverage may pay the difference between the cost of family coverage and the District's \$50 monthly contribution to single coverage.

10.10 Employer shall provide long-term disability insurance for each eligible full-time employee covered by this Agreement.

10.11 Flexible Spending Account. It is the intent of the Employer to maintain during the term of this Agreement a plan for medical and child care expense accounts to be available to employees in this bargaining unit who are eligible for Employer-paid premium contribution for health insurance for such expenses, within the established legal regulations and IRS requirements for such accounts.

10.12 The contributions indicated in this Article 10 shall be paid to the Employer's group health and welfare plan.

10.13 Any cost of any premium for any Employer-offered employee or family insurance coverage in excess of the dollar amounts stated in this Article 10 shall be paid by the employee through payroll deduction. Any optional coverages in addition to the basic plan which may be made available by any carrier, are to be available solely at the discretion of the carrier, and all costs for any such optional coverages are to be paid in full by the employee with no District contribution.

ARTICLE 11. RETIREMENT BENEFITS

11.1 Benefit Eligibility for Employees who Retire Before Age Sixty-Five (65)

- 11.1.1 Employees must meet the following eligibility requirements prior to retirement in order to be eligible for any payment of any insurance premium contribution by the District after retirement:
- A. Be receiving pension benefits from PERA, St. Paul Teachers Retirement Association or other public employee retiree program at the time of retirement and have severed the employment relationship with Independent School District 625; and
 - B. Must have completed eighteen (18) years of continuous employment with Independent School District No. 625 immediately preceding retirement.
 - C. Employees hired into the District on or after January 1, 2014, will not be eligible for any district contribution toward health insurance upon retirement.
- 11.1.2 A retiree may not carry his/her spouse as a dependent if such spouse is also an Independent School District No. 625 retiree or Independent School District No. 625 employee and eligible for and is enrolled in the Independent School District No. 625 health insurance program, or in any other Employer-paid health insurance program.
- 11.1.3 Additional dependents beyond those designated to the District at the time of retirement may not be added at District expense after retirement.
- 11.1.4 The employee must make application through District procedures prior to the date of retirement in order to be eligible for any benefits provided in this Article.

11.2 Employer Contribution Levels for Employees Retiring Before Age Sixty-Five (65)

11.2.1 Health Insurance Employer Contribution

The District will for the period of this Agreement provide employees who meet the eligibility requirements for health insurance in 11.1 above, who retire during the term of this Agreement, and until such employees reach sixty-five (65) years of age, such health insurance premium contributions up to the same dollar amount as were made by the District for health insurance for single or family coverage by that carrier, for an employee under this Agreement, in his/her last month of active employment. In the event new carriers replace those in place at execution of this Agreement, the dollar amounts being paid for single or family coverage to the carrier at the employee's date of retirement shall constitute the limit on future contributions. Any employee who is receiving family coverage premium contribution at date of retirement may not later claim an increase in the amount of the Employer obligation for single coverage premium contributions to a carrier after deleting family coverage.

11.2.2 Life Insurance Employer Contribution

The District will provide for early retirees who qualify under the conditions of 11.1 above, premium contributions for eligible retirees for \$5,000 of life insurance only until their 65th birthday. No life insurance will be provided, or premium contributions paid, for any retiree age sixty-five (65) or over.

ARTICLE 11. RETIREMENT BENEFITS (continued)

11.2.3 No employee shall have or acquire in any way any eligibility for Employer-paid health insurance premium contribution for coverage in retirement at age sixty-five (65) and over. Employees shall be eligible for only early retirement insurance premium contributions as provided in 11.2 and Deferred Compensation match in 11.3.

11.3 Deferred Compensation Plan. Employees hired after January 1, 1996, are eligible to participate in an Employer matched Minnesota Deferred Compensation Plan or District approved 403(b) plan. The District will match up to \$1,100 per year of consecutive active service. Part-time employees working half-time or more will be eligible for up to one half (50%) of the available District match. Effective January 1, 2017, The District match will increase to \$1,200. Effective January 1, 2018, The District match will increase to \$1,300.

Federal and state rules governing participation in the Minnesota Deferred Compensation Plan or District-approved 403(b) plan shall apply. The employee, not the District, is solely responsible for determining his/her total maximum allowable annual contribution amount under IRS regulations.

The employee must initiate an application to participate through the District's specified procedures.

11.3.1 Employees hired in the District on or after January 1, 2014, shall be eligible for \$200 per year employer match in addition to the match amount provided in this section for employees hired after January 1, 1996. Additionally, effective January 1, 2016, all employees hired in the District after January 1, 2014 will receive a \$200 per year district contribution toward a health care savings plan.

11.4 Severance Pay. Effective July 1, 2015, the Employer shall provide a severance pay program as set forth in this Article. Payment of severance pay shall be made within the tax year of the retirement as described in Business Office Rules.

11.5 To be eligible for the 403(b) tax-deferred retirement program for sheltering severance pay and vacation pay, an employee must meet the following requirements:

11.5.1 The employee must be eligible upon separation of service to receive pension benefits from Public Employee's Retirement Association of Minnesota (PERA) or other public employee pension program.

11.5.2 The employee must be voluntarily separated from School District employment or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetence or any other disciplinary reason are not eligible for this severance pay program.

11.6 If an employee notifies the Human Resource Department three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirements set forth in 3.2 above, they will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$13 for each hour of accrued, unused sick leave, up to 1,750 hours.

ARTICLE 11. RETIREMENT BENEFITS (continued)

- 11.6.1 If an employee notifies the Human Resource Department in less than three (3) months in advance of the date of retirement and requests severance pay and if the employee meets the eligibility requirement set forth above, they will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$10 pay for each hour of accrued, unused sick leave up to 1,750 hours.
- 11.6.2 If exigent circumstances exist, such as a sudden illness/injury of the employee or immediate family member necessitating immediate retirement, and if the employee meets the eligibility requirements set forth above, they will receive a District contribution to the School District No. 625 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay in an amount equal to \$13 pay for each hour of accrued, unused sick leave up to 1,750 hours.
- 11.7 The maximum amount of severance pay that any employee may obtain through this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay is \$22,750.
- 11.8 For the purpose of this 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay, a death of an employee shall be considered as separation of employment and, if the employee would have met all of the requirements set forth above at the time of his or her death, contributions to the 403(b) Tax-Deferred Retirement Plan for Sheltering Severance Pay and Vacation Pay shall be made to the employee's estate.

ARTICLE 12. COMPENSATORY LEAVES OF ABSENCE

- 12.1 Sick Leave. Sick leave shall accumulate at the rate of .0576 of a working hour for each full hour on the payroll, excluding overtime. Sick leave accumulation is unlimited. To be eligible for sick leave, the employee must report to his/her supervisor no later than 5:45 a.m. of any day they will be absent from work. The granting of sick leave shall be subject to the terms and provisions of this Agreement. A "day" for this purpose shall be equivalent to the regularly assigned work day of the employee and such leave shall be deducted from accumulated sick leave. Any employee who has accumulated sick leave as provided above shall be granted leave with pay, for such period of time as the head of the department deems necessary for the following specified allowable uses:
 - 12.1.1 Personal Illness. Employees may use accumulated sick leave for hours off due to personal illness. The employee may be required to furnish a medical certificate from a qualified physician as evidence of illness or physical disability in order to qualify for paid sick leave as per District practice. Accumulated sick leave may also be granted for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.
 - 12.1.2 Family Illness. Employees may use accumulated sick leave for hours off due to illness, injury, or disability of a parent, spouse, persons for which the employee is legally responsible, or a member of his/her household, to make arrangements for the care and management of such sick or disabled persons up to a maximum of eight hours sick leave per incident. Up to one hundred sixty(160) hours of accumulated sick leave may be used in a 12 month period to allow the employee to care for and attend to the illness or injury of his/her adult child, spouse, sibling, parent, grandparent, stepparent or member of household, unless otherwise in accordance with Minnesota Statue § 181.9413. These hours when used are deducted from sick leave.

ARTICLE 12. COMPENSATORY LEAVES OF ABSENCE (continued)

12.1.3 Sick Child Care Leave. Sick leave to care for a sick child shall be granted on the same terms as the employee is able to use sick leave for the employee's own illness. This leave shall only be granted pursuant to Minn. Stat. §181.9413 and shall remain available as provided in Statute.

12.1.4 Adoption Leave and Father with Newborn Child. Up to thirty (30) days of accumulated sick leave may be used in a contract year to attend to adoption procedures or care for a newly-adopted child or for a father with a newborn child. Use of these thirty (30) days does not need to occur consecutively. The thirty (30) days of sick leave for fathers of newborns must be used within six (6) weeks surrounding the birth of the child. For adoption the thirty (30) days of sick leave may be used for adoption processes or up to six (6) weeks following the adoption. Upon completion of the adoption process additional sick leave may be allowed for the care of a sick child as required by Minn. Stat. §181.9413.

12.2 Bereavement Leave. A leave of absence with pay, not to exceed five (5) days, shall be granted because of the death of an employee's spouse, child or step-child, parent or step-parent, and regular members of the immediate household. Up to three (3) days shall be granted because of death of other members of the employee's immediate family. Other members of the immediate family shall mean sister or step-sister, brother or step-brother, grandparent, grandchild, parent-in-law, son-in-law or daughter-in-law. Leave of absence for one (1) day shall be granted because of death of other close relatives. Other close relatives shall mean uncle, aunt, nephew, niece, brother-in-law and sister-in-law. A day for this purpose shall be equivalent to the regularly assigned workday of the employee, and bereavement leave is not deducted from sick leave.

12.2.1 Travel Extension. If an employee is required to travel beyond a two-hundred (200)-mile radius of Saint Paul for purposes related to eligible bereavement leave, two (2) additional days of sick leave may be used. Employee, if requested shall provide the Human Resource Department verification of the funeral location outside of Saint Paul.

12.3 Court Duty Leave.

12.3.1 Court Cases. Any employee who is duly subpoenaed as a witness in any case in court shall be entitled to leave with pay for that purpose provided that the employee is not a party in the case, and provided that the case is not the result of litigation undertaken by the employee or the union against the District. In cases where the Board is a party in the litigation, the employee shall be entitled to pay while attending as a witness at the request of the Board or as a co-defendant in the case.

12.3.2 Required Jury Duty. Any employee who is required to serve as a juror shall be granted leave with pay while serving on jury duty contingent upon the employee paying to the Board any fees received, minus travel allowance, for such jury service. The employee may seek to be excused from jury duty.

ARTICLE 12. COMPENSATORY LEAVES OF ABSENCE (continued)

12.4 Military Leave. Any employee who shall be a member of the National Guard, the Naval Militia or any other component of the militia of the state, now or hereafter organized or constituted under state or federal law, or who shall be a member of the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave or other benefits for all the time when such employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, provided that such leave shall not exceed a total of fifteen (15) days in any calendar year and, further, provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established. Such leave shall not be allowed unless the employee: (1) returns to his/her position immediately upon being relieved from such military or naval service and not later than the expiration of time herein limited for such leave, or (2) is prevented from so returning by physical or mental disability or other cause not due to such employee's own fault, or (3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.

12.5 Sick Leave Conversion. Sick leave accumulated in excess of 1600 hours may be converted to paid vacation time at a ratio of two (2) hours of sick leave time for one (1) hour of vacation time, to a maximum of forty (40) regularly-assigned hours in any year.

12.5.1 There shall be no conversion of unused sick leave in any amount at any time to any cash payment other than the above-described conversion to vacation time.

ARTICLE 13. LEAVES WITHOUT COMPENSATION

- 13.1 Leaves of absence without pay may be granted to employees under the provisions of this Article, upon approval of the Human Resource Department. Such leaves shall be without compensation, pension contribution or other benefits, **unless required by state or federal statute.**
- 13.2 Medical. Leave of absence without pay may be requested and will be granted for medically verified personal illness or injury reasons, for a period of time not to exceed the duration of the school year. Extensions may be granted at the sole discretion of the Employer.
- 13.2.1 The Employer may require an employee to have a physical examination, at the Employer's expense at any time, and at no cost to the employee and no deduction for work time lost for the examination. In the event of serious illness or any impairment that would affect the employee's safety or performance, or the health and safety of students and/or other employees, the employee may be placed on medical leave by the Employer.
- 13.3 Short-Term Leaves without Pay. Other leaves without pay and benefits, normally not to exceed five (5) days in length, may be requested, and will be considered by the Employer (Human Resource Department), subject to the operational needs of the Employer and the ability to secure substitute help to satisfactorily maintain the particular assignment of the employee involved.
- 13.4 Long-Term Leaves without Pay. Long-term special leaves without pay of up to one (1) year in duration may be granted only at the discretion of the Employer. Applications for such leaves must be submitted at least sixty (60) days prior to the proposed start of the leave without pay and shall include the proposed period of the leave and purpose for leave.
- 13.4.1 An employee on an approved special leave without pay shall maintain his/her original seniority, only if the leave does not exceed one year.
- 13.5 Parental Leave.
- 13.5.1 Short-Term. Employees may be granted maternity leave without pay and benefits, not to exceed two (2) calendar months, with the right to return to the same position held before leave. If the period of leave occurs immediately prior to, or following the summer recess, the same position cannot be guaranteed. Such leave shall be granted upon medical verification of pregnancy, with dates to be scheduled by mutual agreement between the Employer and the employee.
- 13.5.2 Long-Term. Parental leave without pay and benefits may be granted for a period not to exceed one (1) calendar year, but without assurance of return to the same position held prior to leave.
- 13.5.2.1 This leave may be granted for maternity or for adoption. In the case of adoption, the employee shall notify the Human Resource Department at the time of application to adopt, and shall make every effort to provide at least sixty (60) days advance notice of anticipated date of adoption.

ARTICLE 13. LEAVES WITHOUT COMPENSATION (continued)

13.5 Parental Leave. (continued)

13.5.2.2 Parental leave, if granted, may be scheduled by the Human Resource Department so that beginning and/or ending dates coincide with natural breaks in the school year, such as winter or spring recess or the beginning or end of the school year.

13.5.2.3 Employees granted such leave in excess of two (2) months shall be listed for return to work, in order of scheduled dates of termination of leave. Such persons shall then be returned in that order to the first position for which the individual is qualified, which becomes available, subsequent to the scheduled date of termination of leave.

13.6 No Call, No Show. Unless exigent circumstances exist, employees who fail to report to work for three (3) consecutive work days, who are not on an approved leave of absence and who have not notified their supervisor, will be given notice, via registered mail, that without contact to their supervisor or human resources they will be considered resigned five (5) workdays from the date the letter is postmarked. The date of the 5th workday will be specified in the letter and the letter will be sent to the address the employee has on file.

ARTICLE 14. DISCIPLINE AND DISCHARGE

14.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.

14.2 Disciplinary actions by the Employer shall include the following actions and will normally take the course of 1 - 2 - 3 - 4 - 5 except in cases of a serious magnitude such as theft, drinking on duty, use of a controlled substance while on duty or other reasons of a similar serious magnitude:

- 1 - Oral reprimand;
- 2 - Written reprimand;
- 3 - Suspension without pay;
- 4 - Demotion;
- 5 - Discharge.

14.3 Employees who receive a written reprimand, are suspended, demoted or discharged shall have the right to request that such actions be reviewed through the recourse of the grievance procedure.

14.4 Preliminary Review. Prior to issuing a disciplinary action of unpaid suspension, demotion, or discharge, the supervisor will make a recommendation to his/her supervisor regarding proposed discipline. That supervisor will then schedule a meeting with the employee prior to making a final determination of the proposed discipline. The employee shall have the opportunity to have union representation present and be provided the opportunity to speak on his/her behalf regarding the proposed action. If the employee is unable to meet with the supervisor, the employee will be given the opportunity to respond in writing.

ARTICLE 15. GRIEVANCE PROCEDURE

- 15.1 This grievance procedure is established to resolve any specific dispute between the employee and the District concerning, and limited to, the interpretation or application of the provisions of this Agreement.
- 15.2 An employee presenting a grievance may elect to be represented by an appropriate Union Representative. At Step 1 or Step 2 of the grievance procedure, the employee may choose to present the grievance without being represented by a Union Representative, provided, however, that the Union Representative shall be notified of the adjustment or settlement of any Step 2 grievance.
- 15.3 It is recognized and accepted by the Union and the District that the processing of grievances as hereinafter provided is limited by job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union Representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union Representative have notified and received the approval of the Human Resource Department, and provided that such absence is reasonable and would not be detrimental to the work programs of the Employer. It is understood that the Employer shall not use the above limitation to hamper the processing of grievances.
- 15.4 A grievance shall be reviewed in the following manner:

Step 1 Any employee claiming a specific disagreement concerning the interpretation or application of the provisions of this Agreement shall, within twenty (20) working days of its first occurrence or within ten (10) working days of the time the employee reasonably should have knowledge of the occurrence, whichever is later, discuss the complaint orally with the employee's immediate supervisor (or representative designated by the Director of Human Resources). The immediate supervisor (or representative designated as noted) shall attempt to resolve the matter at that time.

Step 2 A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 by the employee within ten (10) working days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the employee within ten (10) working days shall be considered waived.

If appealed, the written grievance shall be presented by the employee and the Union and discussed with the Director of Human Resources (or representative designated by the Director of Human Resources) within ten (10) working days of receipt of appeal. The Director of Human Resources shall give the Union the Employer's Step 2 answer in writing within ten (10) working days following the presentation. Any grievance not appealed in writing to Step 3 by the employee and the Union within ten (10) working days after receipt of the Employer's reply shall be considered waived.

ARTICLE 15. GRIEVANCE PROCEDURE (continued)

Step 3 If appealed, the written grievance shall be presented by the Union and discussed at an informal meeting within ten (10) working days of receipt of the written grievance, with the Superintendent of Schools or the designated representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) working days after the review meeting. A grievance not resolved in Step 3 may be appealed in writing to Step 4 by the Union within ten (10) working days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) working days shall be considered waived.

Step 4 A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of PELRA. If a mutually-acceptable arbitrator cannot be agreed upon, the selection of an arbitrator shall be made from a list of names provided by the procedures of the Bureau of Mediation Services, provided the request is made by the Union to the Bureau of Mediation Services within the stated ten (10) working days after the Step 3 response.

15.5 The arbitrator shall have no right to amend, modify, nullify, or ignore the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make decisions on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing, with copies to both parties, and to the Bureau of Mediation Services within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

15.6 If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

If the Employer does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to process the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

15.7 It is agreed by the Union and the Employer that, if a specific grievance is determined by this grievance process, it shall not again be submitted for consideration under the provision of any other grievance procedure. It is further understood that if a specific grievance is submitted and determined by an arbitrator or by a recognized independent review process other than this procedure, it shall not again be submitted for review and arbitration under the procedures set forth in this Article.

ARTICLE 16. SENIORITY AND RECALL

- 16.1 Seniority shall be calculated based on cumulative continuous hours worked excluding overtime in a class title covered by this Agreement from the first date of regular appointment to that title.
- 16.1.1 Seniority for positions in this unit shall begin to accumulate from the date the employee was first appointed, on a regular basis, to a class title covered by this Agreement. Seniority will accumulate only during regular and probationary appointments to a class title covered by this Agreement.
- 16.1.2 Seniority shall be based on the length of continuous regular and probationary service with the Employer from the date the employee was first appointed to a class title covered by this Agreement.
- 16.1.3 In the event it is determined by the Employer that it is necessary to reduce the workforce, employees will be laid off by class title based on inverse length of seniority in that class.
- 16.1.4 Whenever possible, a two (2)-week notice shall be given any employee laid off during the school year.
- 16.1.5 Any employee who becomes surplus personnel under layoff, or the process of reduction, shall be declared laid off and shall hold recall rights to his/her former title for twenty-four (24) months from the effective date of the layoff.
- 16.1.6 An employee on layoff who has been offered and has refused the offer of an assignment equivalent in the number of regularly-scheduled-hours assigned prior to the layoff, forfeits any and all rights to recall.
- 16.1.7 An employee on layoff who accepts any assignment with the District during the recall period other than an assignment deemed temporary by the Employer from the outset, is considered recalled, and has no further rights of recall.
- 16.1.7.1 An employee in the title of Special Needs Bus Driver who is laid off may bump the least senior employee in the title of Van Driver, provided the Special Needs Bus Driver has greater seniority than the least senior Van Driver.
- 16.1.7.2 A Special Needs Bus Driver who demotes to the title of Van Driver due to a layoff shall maintain recall rights to the title of Special Needs Bus Driver for twenty-four (24) months.
- 16.1.8 All summer bus routes shall be offered by seniority.

ARTICLE 17. VOLUNTARY RESIGNATION NOTICE

17.1 In the case of a voluntary resignation, the employee shall give a two (2) week notice.

ARTICLE 18. REQUIRED PHYSICAL EXAMINATIONS

18.1 Physical Examinations. The Employer shall provide the cost of physical examinations required of the employees by Minnesota Statute or other law or rule governing qualification of bus drivers. Employees must use a physician or clinic designated by the Employer as the sole provider of such physical examinations and follow procedures authorized by the Transportation Department prior to obtaining the physical examination in order for the District to pay for the physical examination.

ARTICLE 19. WAGES

19.1 Wage Scale.

The wage scale shall be as indicated in Appendix A.

19.2 Salary Step Progression.

19.2.1 An employee must have received an overall rating of "Satisfactory" on his/her most recent performance evaluation and been paid for a minimum of 1,040 hours in the previous twelve (12) months to receive any salary step advancement. Part-time employees must complete a pro-rata number of hours in order to qualify for a step progression (i.e., a half-time employee must complete five hundred twenty (520) hours to qualify for a step progression).

19.2.2 On July 1 and each July 1 thereafter, full-time employees who are eligible will progress one step up to Step 6.

19.2.2.1 When an eligible employee completes eight (8) calendar years of service in the District, that employee may be granted an increase of one (1) additional salary step on July 1 not to exceed Step 7.

19.2.2.2 When an eligible employee completes ten (10) calendar years of service in the District, that employee may be granted an increase of one (1) additional salary step on July 1 not to exceed Step 8.

19.3 Longevity Pay. Effective January 1, 2017, employees who have completed fifteen (15) full-time equivalent regular active years of service with the Employer as of July 1 each year shall receive an additional \$.25 per hour in addition to the base hourly rate. Employees who have completed twenty (20) full-time equivalent regular active years of service with the Employer as of July 1 each year shall receive an additional \$.40 per hour in addition to the base hourly rate. Employees who have completed twenty five (25) full-time equivalent regular active years of service with the Employer as of July 1 each year shall receive an additional \$.60 per hour in addition to the base hourly rate. Periods of non-compensatory leave or layoff in excess of one year are not counted toward longevity.

Effective January 4, 2020, employees who have completed fifteen (15) full-time equivalent regular active years of service with the Employer as of July 1 each year shall receive an additional \$.35 per hour in addition to the base hourly rate. Employees who have completed twenty (20) full-time equivalent regular active years of service with the Employer as of July 1 each year shall receive an additional \$.50 per hour in addition to the base hourly rate. Employees who have completed twenty five (25) full-time equivalent regular active years of service with the Employer as of July 1 each year shall receive an additional \$.70 per hour in addition to the base hourly rate. Periods of non-compensatory leave or layoff in excess of one year are not counted toward longevity.

ARTICLE 20. TERMS OF AGREEMENT

This Agreement is by and between Independent School District No. 625 and Minnesota Teamsters Public And Law Enforcement Employees Union Local No. 320, on behalf of employees identified herein.

FINALITY CLAUSE. This Agreement shall represent the complete agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

SAVINGS CLAUSE. This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Saint Paul. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

DURATION CLAUSE. This Agreement shall be in full force and effect from July 1, 2018 through June 30, 2020, except as specifically noted otherwise herein, and shall automatically be continued from year to year thereafter unless a new Agreement is developed in accordance with the provisions of the PELRA of 1971 as amended.

Intent to negotiate a new Agreement shall be indicated by either party providing written notice thereof at least ninety (90) days prior to the termination date set forth herein.

It is understood that this settlement shall be subject to approval and adoption by the Board of Education of Independent School District No. 625 as well as ratification by the Union.

INDEPENDENT SCHOOL DISTRICT
NO. 625

MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES UNION
LOCAL NO. 320

Chair, Board of Education

Business Representative

Assistant Director of Employee/Labor
Relations

Union Steward

Negotiations/Employee Relations
Assistant Manager

Date

Date

MEMORANDUM OF AGREEMENT

FULL-TIME BUS DRIVERS HIRED AS OF 12/31/14

The District and Teamsters Local 320, representing Bus Drivers have explored issues related to District scheduling and staffing needs, the need for route planning, evening events that all affect the bus driver work assignments.

To that end, the parties have agreed to the following:

Based on the current full-time Bus Driver employees on the District roster as of 12/31/14, the parties agree that these employee's regular schedule shall be considered twelve (12) month a year, forty (40) hours per week with a day to be eight (8) consecutive hours.

Employees may voluntarily switch to other schedules that may become available in the future, however can only return to the schedule stated above if an opening occurs.

This agreement is subject to major schedule reconstruction by the District that may significantly impact transportation schedules.

This Memorandum will be effective through the duration of the 2016-2018 Labor Agreement, and shall automatically be continued from year to year thereafter unless a new Agreement is developed in accordance with the provisions of the PELRA of 1971 as amended.

INDEPENDENT SCHOOL DISTRICT
NO. 625

MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES UNION
LOCAL NO. 320

Chair, Board of Education

Business Representative

Assistant Director of Employee/Labor
Relations

Union Steward

Negotiations/Employee Relations
Assistant Manager

Date

Date

Statement of Intent Regarding Labor Management Committee

Labor Management Committee. The District and Teamsters Local 320, representing Bus Drivers agree that it is in the best interest of Bus Drivers and District administrators to meet and discuss areas of concern or ideas for ways to improve what we are already doing. Therefore, Teamsters Local 320, representing Bus Drivers and the District will work together, to meet regularly during the school year to discuss relevant work-related issues as needed. These discussions are intended to address issues quickly by bringing people relevant to the discussion together in a forum to talk. Either Teamsters Local 320 or the District can initiate these discussions. Both parties understand that to limit disruptions at the various work sites, participation in these discussions should be limited to small groups of people. This forum does not replace negotiations of contractual issues.

Issues that the parties agree to discuss during the term of this agreement include, but are not limited to:

- Training and Professional Development
- Uniforms

APPENDIX A

2018-2020 Pay Schedules

The hourly rate for the titles listed below shall be:

**School Bus Driver – Special Needs Students
School Bus Loading Zone Monitor**

Yrs of Service	0	1	2	3	4	5	8	10
Step	1	2	3	4	5	6	7	8
1/5/2019	\$19.26	\$21.74	\$22.60	\$23.40	\$24.15	\$25.66	\$25.93	\$26.59
1/4/2020	\$19.65	\$22.17	\$23.05	\$23.87	\$24.63	\$26.17	\$26.45	\$27.12

Van Driver

Yrs of Service	0	1	2	3	4	5	25
Step	1	2	3	4	5	6	7
1/5/2019	\$16.87	\$17.28	\$17.71	\$18.16	\$18.60	\$19.72	\$22.04
1/4/2020	\$17.21	\$17.63	\$18.06	\$18.52	\$18.97	\$20.11	\$22.48

Premium Payment – Driver Dispatcher

Any employee covered by this Agreement who is assigned to perform the duties of Driver Dispatcher will receive a premium payment of \$.20 per hour worked in this assignment in addition to the employee's regular hourly rate of pay.

Premium Payment – Maintenance Driver

Any employee covered by this Agreement who is assigned to perform the duties of Maintenance Driver will receive a premium payment of \$.25 per hour worked in this assignment in addition to the employee's regular hourly rate of pay.

Premium Payment – Van Driver

Van drivers who are qualified to drive a school bus and who agree to fill in on an as needed basis shall be paid a premium of \$1.50 per hour for all hours worked driving school bus.

APPENDIX B

Displacement as a Result of Inability to Perform Duties

The District has an obligation for the welfare and safety of students and staff which requires that certain skills and abilities be maintained at an acceptable standard of performance. If an employee in this unit is found to be unable to perform the duties of the position, for example, but not limited to carrying out emergency procedures, loading and unloading physically disabled students regularly assigned to their bus for transport, or safely transporting students and staff, the bus driver may be removed from that assignment. If another assignment is available and vacant, for which the employee is qualified in the District's judgment, the employee will be reassigned: continuation of the same hours of work, pay rate, or location is not assured. If no position is available and vacant which involves duties the employee is qualified and able to perform, then the employee will be placed on the recall list and granted the same rights described in Seniority and Recall for bus driver positions in this Agreement.