

MASTER AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 704

and

LOCAL 66 BUS DRIVERS

of the American Federation of
State, County, and Municipal Employees
Council 5,
AFL-CIO

PROCTOR, MINNESOTA

2021-2023

TABLE OF CONTENTS

Article I	Purpose	2
Article II	School Board Functions	2
Article III	Recognition and Union Rights	2
Article IV	Terms, Conditions and Duration	3
	Section 1	3
	Section 2 - Wage Rates	3
	Section 3	4
	Section 4 - Vacancies	4
	Section 5 - Holidays	5
	Section 6 - Routes	5
	Section 7 - Extra-Curricular/Field Trips	5
	Section 8 - Probation Period	5
	Section 9 - Vacations	6
	Section 10	6
	Section 11	6
	Section 12	6
	Section 13 - Bus Driver Performance and Responsibilities	6
	Section 14 - Discipline and Discharge	7
	Section 15	7
	Section 16 - Hospitalization and Life Insurance	8
	Section 17 - Retirement	9
	Section 18 - Worker's Compensation	9
	Section 19 - Sick Leave – Absence from Work	9
	Section 20 - Jury Duty and Witness Service	10
	Section 21 - Miscellaneous Provisions	11
	Section 22 - Grievance Procedure	11
	Memorandum of Understanding	15

INDEPENDENT SCHOOL DISTRICT NO. 704

Proctor, Minnesota

2021-2023

Bus Drivers' Contract

ARTICLE 1 - PURPOSE

This agreement is entered into between the SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 704, Proctor, Minnesota, and the Local 66 of the American Federation of State, County and Municipal Employees Council 5, AFL-CIO, hereinafter referred to as the "Union", the exclusive representative of the Proctor School Bus Drivers.

ARTICLE II - SCHOOL BOARD FUNCTIONS

The School Board possesses the sole right to operate the school system and all management rights repose in it, except as expressly modified by this contract and applicable laws. These rights include, but are not limited to the following:

- A. To direct all operations of the school system.
- B. To establish reasonable work rules, regulations and schedules of work.
- C. To hire, promote, transfer, schedule and assign, demote and retain, and determine the qualifications of employees in positions with the school system.
- D. To suspend, demote, discharge and take other disciplinary action against employees for cause.
- E. To create, revise, or eliminate positions depending on the needs of the School District, or any other legitimate reason.
- F. To maintain efficiency of school system operations and to operate the schools in a manner most economical to the taxpayer of the School District.
- G. To introduce new or improved facilities; or to change existing methods or facilities.
- H. To determine the kinds and amounts of service to be performed as pertains to school system operations, and the number and kinds of positions and job classifications and to perform such services.
- I. To determine the methods, means and personnel by which school system operations are to be conducted.
- J. To take whatever reasonable action is necessary to carry out the functions of the school system in situations of emergency.
- K. To develop and implement evaluations and accountability procedures applicable to all job functions and employees.

ARTICLE III - RECOGNITION AND UNION RIGHTS

- A. The School Board recognizes Local 66 of the American Federation of State, County and Municipal Employees Council 5, AFL-CIO as the exclusive bargaining representative for all employees of the School Board employed to drive the school buses of the Board.
- B. The School Board shall deduct the monthly membership dues from the earnings of those employees in the Bargaining Unit. The Union shall submit authorization and certify the amounts to be deducted. Deductions shall continue in effect until canceled by the employee through the Union. The deductions

of dues, together with a record of such deductions, shall be remitted by the Board to the Union monthly. The School Board shall also deduct the monthly P.E.O.P.L.E. contributions authorized by the employee.

- C. The Union may designate a maximum of three (3) persons within the Bargaining Unit to be stewards. With the consent of the employees immediate supervisor, which consent shall not be unreasonably denied, the Board agrees that during working hours, on the Board's premises, without loss of pay, Union stewards shall be allowed reasonable time which does not unduly interfere with the stewards' normal duties, to post notices and announcements, transmit communication of the Union to its membership, and to consult with the Board and its officials and employees involved in matters concerning enforcement of any provisions of this agreement and P.E.O.P.L.E. contributions.
- D. The Proctor School District recognizes the Union as the exclusive representative for employees employed as bus drivers. To be covered by this Agreement, employees must work fourteen (14) or more hours per week or thirty-five (35) percent of the normal work week in the employee's bargaining unit and be employed more than sixty-seven (67) working days in any calendar year. Employees shall be placed in the bargaining unit as soon as the Appointing Authority anticipates that they will work sufficient hours and days to be eligible for bargaining unit inclusion.

ARTICLE IV - TERMS, CONDITIONS AND DURATION

Section 1 - This Agreement shall remain in full force and effect for a period commencing on July 1, 2021, through June 30, 2023, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement they shall give written notice of such intent no later than ninety (90) days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to said expiration of this Agreement.

Both parties to the 2021-2023 contract have agreed to consider reopening negotiations for the sole purpose of discussing health care benefits should the District decide to return to 1Tier busing for the 2022-2023 school year.

Section 2 - Wage Rates

- (a) Regular Drivers
2021-2022: \$25.50
2022-2023: \$26.10
- (b) Employment Schedule:
First year drivers will start at Step 1 and will be placed on Step 2 on their six (6) month Anniversary of driving a bus for the District (which equals 85 days).
Step 1 90%
Step 2 100%
- (c) One time \$350 bonus awarded to any driver after 15 years of service in the District.
Once a driver logs 15 years he/she will qualify for this.
- (d) One time \$700 bonus awarded to any driver after 20 years of service in the District.
Once a driver logs 20 years he/she will qualify for this.
- (e) One time \$1,000 bonus awarded to any driver after 25 years of service in the District.
Once a driver logs 25 years he/she will qualify for this.
- (f) Substitute Pay
Shall be paid at the discretion of the School Board. Bus driver retirees from ISD 704 shall be

- placed at Step 2.
- (g) Drivers may be called to report for special assignment such as assisting with fleet maintenance, workshops, in-service, etc. at the discretion of the administration.
 - (h) The District will compensate drivers who are required to report for mandatory drug and alcohol testing with a flat fee of \$10.00 for reporting for this test. These tests will occur either thirty (30) minutes before or after a scheduled route.
 - (i) Regular bus route drivers employed under the Local 66 Bus Contract at the end of the 2008-2009 school year will be paid a minimum of 2 hours when they report for their regular bus route. The District reserves the right to review and reassign regular routes that apply to the 2 hour pay that drivers bid into. Those drivers hired as regular drivers after the 2008-2009 school year will be paid a minimum of 2 hours when he/she reports for their regular route. All drivers will be paid a minimum of 2 hours when they are assigned to extra-curricular routes which are apart from regular bus routes.
 - (j) Drivers will be paid for all hours worked.
 - (k) Upon prior approval from the Transportation Supervisor, drivers on flat rate trips only shall be compensated (with receipts) \$8.00 for lunch and \$10.00 for dinner. Breakfast compensation would occur only during overnights with a maximum compensation of \$6.00.

Section 3

- (a) Drivers who were hired on or before the 2008-2009 school year shall not have their hours reduced below the hours worked before that school year, and shall remain benefit eligible.

Section 4 - Vacancies

- (a) Seniority shall consist of the continuous accumulated service of the employee with the Proctor School Board. A seniority list shall be provided on October 1 of each year with employees placed on the list by their total continuous accumulated days, months, and years and sent to the Union.
- (b) Drivers shall keep the same routes they had at the end of the previous school year.
- (c) Within five (5) working days of becoming known to the employer, notices of all vacancies and newly created positions shall be posted on the employees' bulletin board and employees given time equal to five working days to make application for said positions. Vacancies shall be filled by seniority within 5 days.
- (d) Any permanent reduction in force shall be according to strict seniority with the last person hired to be the first to be laid off provided, however, that employee reassigned because of lay-off is qualified in the judgment of the administration for the position available.
- (e) When it becomes necessary to recall employees from lay-off, employees shall be rehired in reverse order of layoff by seniority provided, however, that the employee is qualified in the judgment of the administration for the position available.
- (f) All employees laid off or recalled shall be notified in writing in person or by certified mail. All employees laid off shall be notified fifteen (15) days in advance of a layoff. All employees recalled from layoff shall report for work within twenty-one (21) calendar days after notification. Any employee not reporting for work within the above time limits shall be considered terminated except during summer employment. Seasonal employees are not dismissed for turning down summer employment.

Section 5 - Holidays

Drivers working twenty (20) hours or more per week shall receive seven (7) hours pay and drivers working less than twenty (20) hours per week shall receive four (4) hours pay for holidays: New Year's Day, Presidents' Day, Good Friday (or the Monday following if school is in session). Memorial Day, Labor Day, Thanksgiving Day, one day after Thanksgiving Day, Christmas Day, one day before Christmas, one day before New Year's Day. Drivers who are scheduled to work through July 4th will be paid for this holiday. The employee must work one scheduled work day before and one scheduled work day after holidays to be eligible for pay when scheduled.

Section 6 - Routes

- (a) Drivers shall keep the same routes (Pre K-12) they had at the end of the previous school year.
- (b) All routes after the a.m. elementary routes and before the p.m. routes will be bid on a seniority basis at the beginning of each school year. (This bidding includes kindergarten and special education or noon routes.)
Drivers bidding noon routes will report on his/her own time and with his/her own personal vehicle, to designated locations for vehicles to be driven.
Special education noon routes: Drivers will be ineligible for extra-curricular and field trips if they interfere with special education routes.
- (c) Late activity bus routes will be bid out at the beginning of each school year. The drivers who are awarded the routes and will be paid by vouchers for the actual time worked. The time worked counted toward the driver's regular route.
- (d) Drivers shall not work more than eight (8) hours of route time a day.
- (e) Drivers shall be compensated at the rate of pay stipulated in Article IV, Section 2, subd. (a) for the actual time they are present at meetings requested by the Administration, provided said meetings do not fall within timelines for which they are already being compensated.

Section 7 - Extra-Curricular/Field Trips

- (a) Those trips that occur within the regular scheduled school day and do not interfere with the regular route schedules are considered field trips.
- (b) Extra-curricular/field trips will be bid on a seniority rotation basis. The exact method for bidding will be agreed upon by the drivers and the administration. Every effort must be made not to exceed the forty (40) hour work week as long as public employees are affected by "The Garcia Case and the Fair Labor Standards Act."
- (c) Overnight and long out-of-town trips are considered extra-curricular trips and will have a set rate which will include expenses.
- (d) An adult per bus will accompany extra-curricular and out-of-town field trips. This does not apply to the late activity bus.
- (e) Drivers shall be given a copy of all time vouchers submitted if requested.

Section 8 - Probation

- (a) Probation will be six (6) months. Driver will receive pay as defined in Article IV, Section 2(b).

- (b) Insurance coverage - probationary employees shall receive coverage of all insurances in accordance with the waiting period specified in the current insurance contracts.
- (c) Sick leave - Sick leave time shall accrue from the date of employment and shall be cumulative.
- (d) Holidays - new employees shall be eligible to receive the paid holidays available to any other employee in their classification during their probationary period.
- (e) Seniority - upon completion of the probationary period, an employee's seniority shall date From the day of original employment.
- (d) In keeping with the district process, hours driven by sub drivers will be credited towards probation.

Section 9 - Vacations

- (a) Upon completion of the probationary period, all bus drivers shall accrue vacation on the following basis:
 1. During the first five (5) years - one (1) per month.
 2. After five (5) years of employment through (10) years of employment, one and one-fourth (1- $\frac{1}{4}$) days per month.
 3. After ten (10) years through fifteen (15) years of employment, one and one-half (1- $\frac{1}{2}$) days per month.
 4. After fifteen (15) years through twenty (20) years of employment, one and three-fourths (1- $\frac{3}{4}$) days per month.
 5. After twenty (20) years, two (2) days per month.
- (b) Those employees working less than eight (8) hours per day shall receive paid vacation on a pro rata basis according to average hours worked during regularly scheduled routes.
- (c) Vacations are to be taken when school is not in session except if authorized by the administration.

Section 10 - Summer school will be bid on a seniority basis, except for the special education drivers as the special education drivers are not eligible for extra-curricular/field trips during the regular school year if they interfere with their regular run.

Section 11 - Supervisory personnel may be requested by the administration to drive when necessary.

Section 12 - Drivers not attending orientation prior to opening of school shall be terminated unless prior arrangement is made with the immediate supervisor.

Section 13 - Bus Driver Performance and Responsibilities

- (a) Qualifications - Drivers are required to have CDL and school bus endorsement.
- (b) Goal - to provide a safe and efficient transportation so that students may enjoy the fullest possible advantage from the district's curriculum and extra-curricular programs.
- (c) Performance responsibilities:
 1. Obeys all traffic laws,
 2. Observes all mandatory safety regulations for school buses,
 3. Maintains discipline when students are on the bus,
 4. Reports undisciplined students to the proper authority,

5. Keeps assigned bus clean - sweeps daily,
 6. Keeps to assigned schedule -
 - a. Drivers are expected to be on time for work on routes and any extra assigned run.
 7. Checks bus before each operation for mechanical defects -
 - a. All drivers will perform a pre-trip inspection, including and not limited to oil/fluid check and five minute walk-around.
 8. Notifies the proper authority in case of mechanical failure or lateness,
 9. Discharges students only at authorized stops,
 10. Exercises responsible leadership when on out-of-district school trips,
 11. Transports only authorized students,
 12. Reports all accidents and completes required reports,
 13. Enforces regulations against smoking and eating on the bus,
 14. They shall perform all other duties that may be assigned by Supervisor of Transportation,
 15. Annual spring cleaning will be offered to drivers.
- (d) Drivers attitude: The driver is well-groomed; his/her personal appearance is appropriate for the duties he/she performs in the total school program. The driver conducts himself/herself in a business-like manner; his/her actions and use of vocabulary set a dignified example for behavior on the bus. The driver is pleasant and courteous to all riders and to the public; he/she shows consideration and respect to each individual regardless of personal qualities or circumstances.
- (e) Drivers not performing duties described in their job description provided by the District shall be subject to discipline.

Section 14 - Discipline and Discharge

- (a) For the purpose of this Section, disciplinary action shall include only the following:
1. Suspension
 2. Written reprimand
 3. Discharge
- An oral reprimand shall not be deemed disciplinary action within the meaning of this Article. If a supervisor has reason to orally reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees, or the public.
- (b) Discipline - disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through Section 21 (Grievance Procedure), as provided herein. An employee will not be questioned during an investigation that may lead to disciplinary action against the employee unless the employee has been given an opportunity to have a union representative present at such questioning.
- (c) Written Reprimand - if a supervisor desires to issue a written reprimand to an employee for a violation of a regulation or instruction of the School Board, or deficiencies in his/her work performance, the statement of the fact shall be placed in the employee's personnel file, with a copy to the employee.
- (d) When any disciplinary action is intended to be taken against an employee, the School Board shall, before or at the time such action is taken, notify the employee and the Union of the specific reasons for such action.

Section 15 - \$125 of out of pocket expenses for physical examinations required by the Minnesota Department of Transportation shall be reimbursed to employees once the employee has submitted a receipt and request for reimbursement. Sick leave may be used if it becomes necessary to schedule the appointment during work hours.

Section 16 - Hospitalization and Life Insurance

1. The School District shall pay the full premium of the VEBA 830 plus \$100 for single coverage under the hospitalization and medical plan in force.
2. If an employee desires dependency coverage, the School District shall pay \$350.00 per month for the 2021-2023 school years toward the additional premium expense.
3. The School District will also offer the hospitalization and medical coverage on the same basis as above to any employee after retirement.
4. Any change in the coverage of the District health insurance policy (as contracted with the District's contribution to the premium) negotiated by the exclusive representative of the Proctor teachers during the term of the Contract shall be promptly presented for ratification to the employees covered by this Contract.
5. Each employee shall be covered by a \$30,000 Double Indemnity Life Insurance Policy. All premiums shall be paid by the School District. Employees 70 years and older will be covered by the maximum Double Indemnity Life Insurance Policy available through underwriting not to exceed \$30,000.
6. Any employee who works full time, or not less than nine months in a Contract year, shall be considered a full time employee for the purpose of this Article and entitled to the full benefits thereof.
7. Hospitalization medical insurance, life insurance, and long term disability benefits shall be paid for employees regularly scheduled to work twenty-two (22) hours per week. If an employee regularly scheduled for less than twenty-two (22) hours per week desires to maintain the coverage, that employee must pay the premium. Any employee who is currently working 20 hours and receiving health benefits during the 2015-2016 school year, will be "grandfathered in" and will continue to receive health benefits if regularly scheduled for 20 hours per week.
8. The District shall not be required to pay hospitalization, medical, life or long term disability insurance premiums for employees on a leave of absence. Provided, however, that such employee may elect to continue the coverage by paying the premium.
9. The School District shall provide long term disability insurance protection for employees regularly scheduled to work at least twenty-two (22) hours per week. Any employee who is currently working 20 hours and receiving this benefit during the 2015-2016 school year, will be "grandfathered in" and will continue to receive this benefit if regularly scheduled for 20 hours per week. The plan shall provide two-thirds (2/3) of basic salary (exclusive of overtime) after an employee who has been disabled for ninety (90) calendar days, not to exceed \$1,000 per month. Coverage shall be provided until the employee attains age 65. An employee qualifying for long term disability protection shall receive benefits from the insurance company and be ineligible to claim sick leave benefits while on long term disability.
10. Dental Insurance - Beginning in the 2021-2022 school year, the school district shall offer dental coverage for all bus drivers working a minimum of 22 hours employed by the school district. The school district shall contribute \$10.00 per month per eligible employee. If the total premium rate exceeds the contribution as stated above, the employee shall pay the additional premium. When both spouses are employed by the school district, one spouse may elect to apply the dollar amount for single coverage to the family coverage premium amount.

Section 17 - Retirement

The District will match contributions made by each employee, up to \$400 per year into a 403b account. Employees must work a minimum of twenty (20) hours to be eligible and have five (5) years of service.

Section 18 - Workers' Compensation (Minnesota Statute §176.101)

- (a) Coverage - Employees in the bargaining unit are covered by Workers' Compensation and Insurance for any injury arising out of and in the course of their employment.
- (b) Reporting - An employee shall, in the case of an employment accident, report the accident to his/her immediate supervisor before the close of the working day in which the accident occurs, if possible, but no later than the close of the next work day.
- (c) Physician's Statement - When an employee is absent from his/her duties because of an employment accident or on-the-job illness, he/she shall file with the business office within three (3) days of the first day of absence, or as soon thereafter as possible, a statement from a licensed physician confirming that an employment injury or illness does/ does not exist. The Board may require the employee to submit a physical examination by a physician selected by the Board at any time during the leave period.
- (d) Worker's Compensation - When a Unit employee is injured on the job and is eligible to collect worker's compensation, he/she shall first draw from his/her accumulated sick leave, then overtime credits, then accrued vacation days to make up the difference between the compensation and his/her regular salary.

Section 19 - Sick Leave - Absence from Work

- (a) Employees may accumulate unlimited sick leave on the basis of one (1) day per full month worked and on a pro-rata basis for those working less than eight (8) hours per day. No sick leave can be earned during a month that an employee is on sick leave over half a month, or appears on the payrolls as "no pay" for five (5) or more days during a work month.
- (b) Retirement - All employees who have accumulated up to a maximum of 960 hours of unused sick leave on the accepted date of retirement shall have the monetary value of these hours put into the "Post Retirement Health Care Savings Plan" (P.H.C.S.P.) administered by the Minnesota State Retirement System (M.S.R.S.) until the retiree's sick leave account is expended.
 - 1. The employee must have been employed by the School District for at least five (5) consecutive years prior to retirement.
 - 2. The employee's resignation for retirement must be in conformance with School Board policy.
- (c) Leaves of Absences of more than fifteen (15) work days shall be granted upon agreement between the Union representative and the Proctor School Board for the periods of time satisfactory to both parties. Leaves of absence shall not be granted for the purpose of employment elsewhere. All requests for leave of absence shall be submitted in writing: employee requests for fifteen (15) or fewer consecutive working days off without pay for any personal reason may be considered and approved by mutual agreement between the

- Administration and the employee. Provisions for such absence shall be made with consideration to the needs of the employer but without discrimination to the employees.
- (d) In the event of a death or sickness in the immediate family of an employee, he/she will be entitled up to a maximum of five (5) days leave with pay at the discretion of the Administration, to be deducted from accumulated sick leave; any other funeral leave granted to be deducted from sick leave, also. The immediate family is defined as spouse, parents of the employee, parents of the spouse, children, brothers and sisters of the employee and of the spouse, wards of the employee, or other members of the family living within the immediate household of the employee, and includes other persons as the Superintendent may deem to be in close association with the employee.
 - (e) In the event that a medical certificate will be required, the employee will be so advised.
 - (f) An employee becoming hospitalized or seriously ill during his/ her vacation will be granted use of sick leave for such period of hospitalization and reasonable recovery period provided he/she submits to the Administration a statement from the attending physician.
 - (g) A medical certificate shall be required of all employees on sick leave for more than fifteen (15) calendar days prior to returning to work and the Administration may require substantiation of any illness by medical exam for absence.
 - (h) Sick leave days cannot be taken in units of less than one-half (1/2) day.
 - (i) Any employee abusing sick leave benefits shall be subject to disciplinary action.
 - (j) Personal Business Leave. A permanent employee shall be granted two personal days for business or personal situations that arise requiring the employee's personal attention. The personal business days will be deducted from sick leave. A permanent employee will be granted an additional three personal days to be used only for snow days and those days will be deducted from sick leave.
 - (k) Employees will be granted sick leave for scheduled doctors appointments upon providing twenty-four (24) hours notice to their supervisor.
 - (l) The District shall comply with the requirements of the Family and Medical Leave Act. An employee who qualifies for FMLA leave may choose to substitute sick leave where appropriate, vacation, or personal leave time for any or all of the FMLA leave.

Subd. 1. Notification of intention to take personal business leave must be made in writing to the Superintendent, or her/his designee, at least one (1) school day in advance, except in the event of an emergency.

Subd. 2. Limitations: not more than five percent (5%) of the staff will be approved or compensated for personal leave on a particular day.

Section 20 - Jury Duty and Witness Service

1. Any employee called for jury duty on scheduled work days shall be compensated for the difference between the jury duty pay and regular pay as though he/she had been working on those days. Employees called but not selected for jury duty shall return to work.
2. An employee subpoenaed by the Union in an action against the District shall not be paid his/her regular wages.
3. Drivers who are called to report as a witness for the School District in the summer will be compensated the same as driving the school year.

Section 21 - Miscellaneous Provisions

- (a) **Military Service** - Any employee entering the Army, Navy, Air Force, Coast Guard or Marine Corps on active duty shall upon his/her return from such service be entitled to reinstatement in her/his job at the prevailing rate. He/she shall suffer no loss of seniority for periods of compulsory military duty or for periods of military reserve training.
- (b) **Savings Clause** - Should any provision be found to be in violation of any Federal, State, or Local Law or Ordinance by a Court of Competent Jurisdiction, all other provisions of these Rules and Regulations shall remain in full and effect for the duration of these Rules and Regulations.
- (c) **National Guard or Reserve Duty** - Any employee required to attend National Guard or Reserve Training Camp will be compensated on the basis of the difference between government pay and regular earnings but for a period no longer than two (2) weeks.
- (d) The School District and the Union jointly agree to form a Labor Management Committee consisting of administrative representative, transportation supervisor, and school board representative as so designated, and the union representation as so represented by the union. The committee shall meet quarterly per year following an agenda as to be determined prior to the meetings.
- (e) Upon the written request of the Union, leave shall be granted to employees who are elected or appointed to the Union to serve on a negotiating team. Local Union Stewards, Local Union Officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, providing that the granting of such time off does not adversely affect the operations of the District.
- (f) **Compensatory Time Off** - Employees may, in lieu of cash, for overtime, take compensatory time off in accordance with the Federal Fair Labor Standards Act. Compensatory time must be taken by June 30. Any unused compensatory time will be paid to the employee June 30.

Upon written request of the Union, leave shall be granted to employees who are appointed as full-time representatives of the Union. Annually, the employer may request the Union to confirm the employee's continuation on Union leave.

Leave time for service on a Negotiation Team, District Meet and Confers, and other meetings established by this agreement shall be considered as paid leave for purposes of vacation leave, sick leave and holiday pay. Requests for Union Leave shall not be unreasonably denied.

Section 22 - Grievance Procedure

1. **Definition of Grievance:** A grievance shall mean a dispute concerning the interpretation or application of this contract.
2. **Settlement of Grievance:** Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
3. **Time Periods:** Time periods may be altered by mutual agreement.

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.
5. **Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the agreement allegedly violated and the particular relief sought within ten (10) working days after the date of the 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. Failure of the District or its designee to respond to the grievance within the specified time period shall be deemed a denial of the grievance. The employee or the Union may proceed to the next level of the procedure.
6. **Step I:** The aggrieved employee and the Union Business Representative shall within ten (10) working days of the date the grievance occurred, present the facts to the immediate supervisor in writing, signed by the employee, and a copy sent to the Superintendent of Schools.
7. **Step II:** Within ten (10) working days thereafter, the immediate supervisor shall submit his answer to the Union Business Representative and the aggrieved employee. The employee and/or his representative shall agree to discuss the grievance with the immediate supervisor, if he/she requests it, prior to his written response.
8. **Step III:** Should the Union decide that the reply of the immediate supervisor is unsatisfactory, the Union shall, within ten (10) working days, submit the facts of the grievance in writing to the Superintendent of Schools. The Superintendent shall respond in writing to the grievance within ten (10) working days of meeting with the Union.
9. **Step IV:** If the Union is dissatisfied with the Superintendent's response, it may appeal to arbitration within the (10) working days of receipt of the Superintendent's response by filing notice of intention to proceed to arbitration with the Clerk of the School Board and a copy to the Superintendent.
10. **Step V: Arbitration Procedures:**
 - Subd. 1.** Upon receipt of notice of the intention of the Union to proceed to arbitration, the parties shall, within ten (10) working days after the request to arbitrate, attempt to agree upon the selection of any arbitrator. If no agreement on an arbitrator is reached, either party may request the commissioner to appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty (20) working days after the request for arbitration. Failure to agree upon an arbitrator or the failure to request an arbitrator from PERB within the time periods provided herein shall constitute a waiver of the grievance.
 - Subd. 2. Decision:** Decisions by the arbitrator in cases properly before them 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. 3. Expenses:** Each party shall bear its own expenses for 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 the 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. However, the party ordering a copy of such transcript shall pay for such copy.
 - Subd. 4. 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 procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but

are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

IN WITNESS THEREOF, the parties hereto have executed this agreement this 1st day of

October 2021, as follows:

For Local 66, City and County Public Service
Union of AFSCME, Represented by
Minnesota Arrowhead District Council 5

By [Signature]
Director, AFSCME Council 5

By [Signature]
President, AFSCME Local 66

By [Signature]
Field Representative, AFSCME Local 66

By Wally Mattson
Unit Chair

10-1-21
DATE

Independent School District 704
Proctor, Minnesota 55810

By [Signature]
Chair, ISD 704 Board of Education

By [Signature]
Clerk, ISD 704 Board of Education

By [Signature]
Chief Board Negotiator

10/11/2021
DATE

MEMORANDUM OF UNDERSTANDING

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 704

AND

PROCTOR BUS DRIVER ASSOCIATION

The understanding of the ISD #704 School Board and Bus Drivers is that the bus driver salary will be determined as follows:

1. As present practice, payroll will figure salary on the number of student days plus ten (10) holidays @ seven (7) hours per day plus two (2) in-service days @ seven (7) hours, less three driving days. One of the in-service days may include a defensive driving course.
2. The three (3) remaining days due each driver are to be used during the year for snow days.
3. If there are no snow days, or fewer than three snow days, the remaining days from this group of three days will be paid to the drivers at the end of the school year.