

EMPLOYMENT AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 31

and

**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION
For
BUS DRIVERS**

Bemidji, Minnesota

For the Years

Beginning July 1, 2009 through June 30, 2011

NOTE: SBR 200-50-1, dated 31 March 2010, supercedes SBR 200-50-1, dated 28 January 2008

**SBR 200-50-1
ISD #31
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AGREEMENT
ARTICLE I
PURPOSE

Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 31, Bemidji, Minnesota, hereinafter referred to as the District; Minnesota School Employees Association hereinafter referred to as Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act, hereinafter referred to as P.E.L.R.A., to provide the terms and conditions of employment for bus drivers, excluding substitute employees and supervisory staff during the duration of this Agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance, with P.E.L.R.A., the District recognizes the Minnesota School Employees Association as the Exclusive Representative for bus drivers employed by the District, which exclusive representative shall have those rights and duties as prescribed by P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the district contained in the appropriate unit as defined in Article III, Section 2 of this Agreement and P.E.L.R.A. and in certification by the Coordinator of Mediation Services, if any.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term bus drivers shall mean all persons in the appropriate unit employed by the District in such classifications excluding the following: Confidential employees, supervisory employees, essential employees, substitute employees, and part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee's bargaining unit or employees who hold positions of a basically temporary or seasonal character for a period not in excess of 67 working days in any calendar year.

Section 3. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

Section 4. Substitute Employees: For purposes of this Agreement, the term substitute employees shall mean all persons who are employed for not more than 67 working days in a calendar year in the same assignment. "Assignment is defined as a particular bus route."

ARTICLE IV
DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its

overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the District to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide education opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: The Exclusive Representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the District insofar as such services and duties are consistent with but not limited to the terms of this contract and shall be governed by the laws of the State of Minnesota, and by school rules, regulations, directives and orders, issued by properly designated officials of the school district. The Exclusive Representative also recognizes the right, obligation and duty of the District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the District insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void without force and effect.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in the Agreement are reserved to the District.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the District.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the Exclusive Representative. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct in consecutive payrolls from the employee's paycheck the dues that employee has agreed to pay the Exclusive Representative. Within ten (10) days of said deductions, the district shall forward to the state office of MSEA all monies deducted. This procedure shall start September 15 and continue through May 30. In order for this to be accomplished there must be a deduction letter on file in the business office by August 15. The District will not be held responsible for late payments for circumstances beyond their control.

Section 4. Fair Share Fee: In accordance with Minnesota Statute 179A.06, Subd. 3, upon request of the Exclusive Representative, the District shall deduct a Fair Share Fee as determined by the Exclusive Representative from the pay of any member of the group who is not a member of good standing of the Exclusive Representative. Upon thirty days notice in writing to the Superintendent or designee of the name of the employee and the amount of the fair share certified by the Exclusive Representative, the District will deduct such fair share fee from such employee's paycheck in equal deductions commencing with the first pay period at the end of said thirty days notice and continuing through May 31 of the same school year. The District will forward such fee to the Exclusive Representative within ten days of said deduction. The Exclusive Representative agrees to notify the District promptly whenever any employee no longer is subject to a fair share fee deduction. Any dispute as to the amount of such fee shall be solely between the Exclusive Representative and the employee involved. The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of the amount of the assessment of the fair share fee specified by the Exclusive Representative agrees to provide all advance notices required by law. In the event a challenge to the fair share fee assessment is made, deductions for the fee of any challenging individual or individuals shall be held by the district in escrow until a final decision is made in accordance with the law.

Section 5. Exclusive Representative Time Off: The District shall afford reasonable time off, with salary deduction, to elected officers or representatives of the MSEA for the purpose of conducting the duties of the MSEA.

ARTICLE VI
RATES OF PAY - WORK DAY - WORK YEAR

Section 1. Rates of Pay:

Subd. 1. The wages and salaries reflected in Appendix B, attached hereto, shall be a part of the Agreement for the period commencing July 1, **2009** to **June 30, 2011**.

Subd. 2. A salary increase is not automatic and is effective only upon affirmative approval of the District or designated administrative officer.

Subd. 3. Annual school term salary for bus drivers will be computed by multiplying the number of student days designated in the school calendar times the number of established route hours plus any additional regularly scheduled hours, times the hourly rate. Additional days worked beyond the designated student days within the school term will be reimbursed at the driver's established hourly rate of pay.

Section 2. Employment Year: The employment year shall be from July 1 through June 30.

Subd 1. Bus Drivers employed for the school term will work days scheduled as "student days" in the adopted school calendar and up to three additional days within the school term as assigned by the Transportation Coordinator. Other days shall be worked as mutually agreed between employer and employee or as posted when filling the position. On designated student days when classes are not held, the drivers work day will be up to four (4) hours. Such time may be used for in-service training, special meetings, or other matters pertaining to transportation of students. Such in-service shall be considered mandatory. Drivers will be paid at their regular hourly wage.

Section 3. Hours of Work:

Subd. 1. Bus Drivers will work variable hours based on their assigned routes.

Subd. 2. Route length and time may be increased up to one-half hour during the year by the Transportation Coordinator. An increase over one-half hour shall be as mutually agreed between employer and employee.

Subd. 3. Route length and time may be decreased by the Transportation Coordinator during the employment year, up to a maximum of thirty (30) minutes or as mutually agreed between the employer and the employee.

Subd. 4. The Coordinator of Transportation may vary a driver's employment time from year to year except drivers hired prior to July 1, **2004**, shall not have their hours involuntarily decreased below the minimum necessary to qualify them for insurance coverage. Drivers hired after July 1, **2004**, will work variable hours based on needs of the district.

ARTICLE VII
INSURANCE

Section 1. Health Insurance: For employees in each category of this Agreement who have been employed continuously for a three month period and are working four (4) or more hours each duty day, the district will pay directly to the insurance carrier for which it has contracted for group hospitalization, medical and major coverage an amount subject to the proration schedule under Section 3.

Section 2. Health Insurance - Bus Drivers: Bus drivers employed prior to July 1, 1982, who drive a regularly scheduled a.m. and p.m. route or who otherwise qualify for insurance benefits under this contract, shall, as long as they remain members of the bargaining unit, and continue to drive a regularly scheduled daily route, be entitled to insurance benefits regardless of the hours worked. Bus drivers hired after July 1, 1982, shall be granted insurance benefits in accordance with Article VII.

Section 3. Insurance Benefit Proration: Employees in each category of this agreement shall have all insurance premium contributions allowed by the district, prorated in accordance with the total number of hours they work on a regular daily basis during the course of the employment year. The same prorata amount of the district's contribution shall remain in effect during any uniform vacation shutdown period when the employee is not required to be on duty. The following proration schedule shall be used.

HOURS OF QUALIFICATION	PERCENT PRORATION OF DISTRICT CONTRIBUTION	2009-2011 MONTHLY CONTRIBUTION
Under 4 hours daily	No Contribution	\$ 0.00
4 up to 5.99 hours daily	70	395.00
6 up to 6.99 hours daily	85	480.00
7 to 8.0 hours daily	100	565.00

Section 4. Dependent Coverage: Should any employee wish to have coverage for dependents she/he may do so by written authorization to deduct the additional premium amount through payroll deductions and by successfully completing the required insurance forms and qualifications.

Section 5. Term Life Insurance: For all employees in the unit who have been employed continuously for a period of two years, and regularly work four (4) hours or more each duty day, and no less than 170 days each year, the district will pay directly to the insurance carrier selected by the Board of Education the annual premium for \$40,000 maximum coverage term life insurance during the period the employee is employed with the district. This becomes effective upon written notification from the insurance company.

Employees who qualify for and receive retirement benefits under the rules and regulations of the Public Employees Retirement Association (PERA) or other appropriate State of Minnesota sponsored retirement fund and participates in the current District sponsored life insurance plan as of the date of retirement and are otherwise eligible to continue coverage under Minn. Stat. §471.61, may elect to continue in the group life insurance program if they pay their own premium in full at the School District Business Office prior to the due date. Failure to make premium payments in a timely fashion will result in termination of the policy. All employees electing to remain in the group term life insurance program under this section will be placed in a separate sub-group for the purpose of rate determination.

Section 6. Duration of Insurance Contribution: An employee is eligible for District contribution as provided in this Article as long as the employee is employed by the District. Upon termination of employment, all board participation and contribution shall cease, effective on the last working day.

Section 7. Claims Against the District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

ARTICLE VIII LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All employees in the group shall earn sick leave at the rate of one day for each month of service with the District. Employees who are employed for the school term shall earn no less than ten (10) days each year.

Subd. 2. Unused sick leave may accumulate to a maximum of 1,424 hours.

Subd. 3. Sick leave shall be granted whenever an employee's absence is found to have been due to a disease, disorder, or illness of the mind or body of the employee. The proper sick leave forms must be submitted by the employee.

Subd. 4. The District may require an employee to furnish a medical certificate from a physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave.

Subd. 5. It shall be the responsibility of the employee to notify the District office and/or their immediate supervisor to report sickness prior to the time the employee is scheduled to report to work.

Subd. 6. Sick leave may be used for serious illness in the immediate family. Immediate family to be defined as: spouse, parent, child, parent-in-law, brother, sister, son-in-law, daughter-in-law, grandparents, grandchild, brother-in-law or sister-in-law. The district may

require an employee to furnish a medical certificate or other reasonable evidence of such illness for leave under this subdivision.

Section 2. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, the school district will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's earned accrual of sick leave and/or vacation pay. In such event a deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the prorata portions of days of sick leave or vacation time which is used to supplement workmen's compensation.

Subd. 2. Such payment shall be paid by the District to the employee only during the period of disability.

Subd. 3. In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Section 3. Medical Leave:

Subd. 1. The employee who is unable to perform his/her employment duties because of medical disability, upon written request and subject to approval of the superintendent or designee, may be granted a medical leave of absence without pay not to exceed six months, during the continuance of such medical disability.

Subd. 2. A request for medical leave of absence under this section shall be accompanied by a doctor's statement in writing outlining the condition of health and the estimated time at which the employee is expected to be able to resume normal employment responsibilities.

Subd. 3. A leave of absence without pay shall be granted to an employee for the purpose of child bearing and/or child rearing on the conditions contained in this subdivision.

Subd. 4. An employee shall be entitled upon request to a leave of absence not to exceed six months duration during the period of pregnancy and six months after the child's birth date when the employee is unable to perform her employment duties for medical causes. Determination of such inability to perform employment duties shall be made by the employee and her attending physician. Said employee shall notify the superintendent, in writing, of her inability to perform her employment duties twenty days prior to the date on which her leave is to begin. Said employee shall include with such notice a physician's statement certifying inability to perform her employment duties. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her employment duties.

Subd. 5. The employee shall notify the superintendent of her ability to perform her employment duties twenty calendar days prior to the date she intends to return to active employment from leave. At the end of the twenty day period, said employee shall be assigned the same position which she held at the time the leave commenced, or if such position is no longer in existence, to a substantially equivalent one. The reemployment rights shall be afforded to the employee for six months from the date of the initial leave of absence.

Subd. 6. Notwithstanding any other provision thereof, the total medical leave provided for in this section shall not exceed a period of six months.

Subd. 7. All or any portion of leave taken under this section by an employee during which he or she has a medical disability may at the employee's option be charged to the employee's available sick leave. This option shall be exercised by the employee in writing prior to the commencement of the leave. If the employee elects to use available sick leave, he or she must notify the district in writing prior to the termination of the leave of the number of days of such leave to be charged to the sick leave provisions of this agreement.

Section 4. Bereavement Leave: The superintendent or designee may grant absences to the employees in the group, with pay, for up to three (3) full and consecutive days per bereavement of immediate family as defined below.

Subd. 1. Immediate family shall be defined as spouse, parent, child, parent-in-law, brother, sister, son or daughter-in-law, grandparents, grandchild, brother or sister-in-law.

Subd. 2. The superintendent or designee may grant absences, with pay, for one (1) day per bereavement of an aunt, uncle, niece or nephew. Pay for bereavement leave for either an aunt, uncle, niece or nephew shall be deducted from sick leave.

Subd. 3. If special circumstances arise the superintendent or designee may grant the employee additional days of leave, with pay, but deductible from the sick leave accumulation. Action taken by the superintendent or designee is not considered precedent setting.

Subd. 4. Employees shall be granted one paid day, per bereavement, to be deducted from sick leave, to participate as a pallbearer (honorary or active) for a funeral. This leave shall be prorated for employees who work less than full-time.

Section 5. Adoption Leave: An employee adopting a child shall be entitled to a leave of absence, without economic benefit, for a period of up to six months.

The leave may commence at any time as mutually agreed between the superintendent or designee and employee. The employee shall furnish the District a written request for the leave.

Leave under this section shall not be deductible from sick leave accumulation.

Section 6. Dependent Care Leave: An employee may be granted a non-economic dependent care leave, at the sole discretion of the superintendent or designee, for the purpose of providing home medical care or care to a hospitalized critically ill son, daughter, spouse or parent. Such leave shall not exceed a period of six months. During an approved leave period should the ill son, daughter, spouse or parent no longer require home medical care, the employee would be required to report back to work. A written leave request must be submitted and shall include:

1. A description of the need for the leave.
2. Expected length of time needed for the leave.
3. Physician's statement attesting to the need and level of care required or to be provided. An employee shall provide the district with sufficient notice of his/her intent to return to work prior to the expiration date of the leave.

ARTICLE IX
HOLIDAYS AND VACATIONS

Section 1. Holidays:

Subd. 1. When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on a Saturday, the Friday before will be observed. If any of the allowable holidays fall on a day when school is in session, an alternate day will be named by the superintendent or his authorized representative.

Subd. 2. All employees in the unit who are employed on a school term basis shall be entitled to seven (7) paid holidays per year. They are: Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day, New Years Day, Good Friday and Memorial Day.

ARTICLE X
GENERAL MATTERS

Section 1. Vacancies: When a position becomes available, it shall be posted on the official building bulletin board and by letter to the **chief steward**. Seniority, experience, training, and other qualifications will be considered when filling the position. Final determination for filling the vacancy shall be the responsibility of the administrative official involved. If the initial posting results in an internal transfer, the first resultant position opening will also be posted. Any further notification or posting will be as determined by the appropriate administrative official.

Subd. 1. Postings: All routes of two (2) hours or more will be posted. When an AM or PM route becomes an AM/PM route, it will be posted. If the initial posting results in an internal transfer, all resultant position openings of two (2) hours or more will be posted.

Section 2. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned.

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for cause. An employee who has complete the probationary period and is suspended without pay or discharged shall have access to the grievance procedure.

Section 4. Seniority:

Subd. 1. Bus drivers who work two hours or more daily on a regular basis, during the employment period, shall be granted seniority standings after successfully completing the probationary period.

Subd. 2. Categories for seniority purposes shall be as follows:

1. Bus Drivers

Subd. 3. In the event it is necessary to terminate a position(s) the employee(s) affected will be given no less than two weeks notice.

Subd. 4. In the event of a layoff, a reduction in force, or the elimination of a position in either category of employment, employees shall be laid off according to seniority in the inverse order of employment.

Subd. 5. In the event of a layoff, reduction in force, or the elimination of a position in a job level classification, a senior employee in that job level classification may exert employment rights over other employees in the same job level classification with less seniority.

First, the senior employee may exert the right to employment over the most junior employee in the same job level classification as the senior employee.

Secondly, if there is no junior employee in that job level classification, then the senior employee may exert the right to employment over the most junior employee in the next lower job level classification in which there is a junior employee.

Subd. 6. When a position needs to be filled, it shall be posted and possibly occupied by an employee within the employment category, in accordance with Article X, Section 1, Vacancies. The postings shall be sent to any non probationary employee who has been laid off. Such employee shall be reemployed in inverse order of layoff prior to filling the initial position or any resultant positions from a general public applicant. Where possible such reemployment shall be substantially equal to the previous position occupied by the person and in all instances he/she must be qualified to fill the vacant position. Failure of the person to respond within the ten (10) days of such posting shall eliminate any claim to such posting. Reinstatement rights shall cease one year from date of layoff. An employee who has been laid off shall have the responsibility of filing his/her latest address with the business office.

Subd. 7. An employee shall lose seniority standing upon voluntary resignation from the district or for dismissal for cause.

Subd. 8. In instances of involuntary transfer from one employment category to another, as set for in Subd. 2 of this section, an employee shall not lose seniority standing.

Subd. 9. A seniority list containing all employees of the bargaining unit shall be provided to the MSEA and posted at Transportation on or before October 15 of each year.

Section 5. Temporary Absence: When an employee is asked, and does assume the duties of another employee due to a temporary absence or termination and if the vacant position is at a higher compensation level, such employee, after five (5) working days will be paid at a higher level rate until the vacancy no longer exists. This provision will not apply to vacancies by employees on vacation or uniform vacation shutdown.

Section 6. Use of Equipment: With the permission of the building principal or appropriate district office administrator, the MSEA may use school equipment. Only qualified personnel shall operate the equipment. MSEA will pay for all materials and supplies used. The MSEA will provide their own paper supply for use in the various machines. Equipment shall be used at reasonable times and when not otherwise in use.

Section 7. Employee Dismissal: An employee may be dismissed for cause. Employees who have successfully completed the probationary period will be provided in writing, the reasons for a contemplated dismissal, and will be provided an opportunity for a formal hearing on the charges. The employee shall request such a hearing within five (5) days of receipt of the written charges, or forfeit the right to the hearing. Employees are entitled to representation of their choice at the hearing.

Section 8. Employee Reprimand: An employee who has successfully completed the probationary period shall be entitled to have a representative of MSEA present when being reprimanded, warned, or disciplined for any infraction of policies, rules, regulations, or delinquencies in job performance whenever such action will result in a record being placed in the employee's personnel file. Copies of any materials placed in an employee's personnel file shall be provided the employee by the supervisor or other appropriate administrative officer. An employee shall be entitled to have a written response included therein. When an employee makes a request for representation no official action shall be taken until such a representative is present. If the employee's representative fails to initiate a ~~contract~~ **contact** with the appropriate supervisor within five days of such request, the supervisor or other administrative official may proceed with the necessary action.

Section 9. Association Business: Officers and authorized representatives of MSEA shall be permitted to conduct routine association business on school property at reasonable times after working hours. Such business matters shall not interfere with or interrupt school operations. Matters pertaining to the master contract and involve joint management and association efforts may be conducted during regular working hours.

Section 10. Retirement Benefits:

Subd. 1. Health Insurance - Retirement: Employees who qualify for and receive retirement benefits under the rules and regulations of the Public Employees Retirement Association (PERA) or other appropriate State of Minnesota sponsored retirement fund and participate in the current District sponsored health insurance plan(s) as of the date of retirement and are otherwise eligible to continue coverage under Minn. Stat. §471.61, may elect to remain in the existing health insurance group upon retirement.

The employee will be required to notify the district in writing of this option and pay the full premium in advance installments.

Subd. 2. Severance - Retirement Pay: An employee who has fifteen (15) or more years of continuous employment with the district and qualifies for and receives retirement benefits under the rules and regulations of the Public Employees Retirement Association (PERA), other appropriate State of Minnesota sponsored retirement fund, or Social Security; or, has twenty (20) years of service to the district shall be entitled to severance pay upon retirement or resignation. Such severance pay shall be equal to the number of full time equivalent eight hour days (accrued sick leave hours divided by 8) of accumulated sick leave multiplied by fifty dollars (\$50.00) for each day.

Subd. 3. Post Employment Health Care Savings Plan (HSCP): Employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HSCP) established under Minnesota Statutes §352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's post employment health care savings plan account.

All employees eligible for the severance payment outlined in ARTICLE X, Section 10., Subd. 2., will contribute 100% of the severance payment to the Post Employment Health Care Savings Plan.

Section 11. Physicals: All bus drivers must pass a bus driver's license **physical examination** before beginning employment with the district. The cost for the initial examination and license will be paid

by the employee. Physical examinations and license application costs required for **bus driver** license renewal will be paid by the District. **The District will provide payment for a mandated bus driver's license physical examination no more than once each year and will pay the cost for the basic physical examination. Bus drivers will be responsible for any supplemental examinations ordered by the health care professional completing the physical examination.**

ARTICLE XI GRIEVANCE PROCEDURE

Section 1. In the absence of any other agreement by the two parties, the parties hereto shall be subject to the grievance procedure in effect at the inception of any grievance proceedings as promulgated by the Director of Mediation Services pursuant to P.E.L.R.A. 179.71, Subdivision 5 (i) as amended from time to time. The present grievance procedure of the director is attached to this Agreement as Appendix A.

ARTICLE XII DISTRICT MATCH – 403(b)

Section 1. ELIGIBILITY: Beginning July 1, 2010 a District match to an employee's qualified 403(b) tax deferred annuity shall become available to an employee when they have successfully completed one year of employment in the District.

Section 2. AMOUNT: For each dollar that an employee contributes via payroll deduction to a qualified 403(b) tax deferred annuity, the District shall contribute one dollar (\$1.00) to the same annuity, up to a maximum annual contribution of two hundred (\$200.00) dollars.

Section 3. LIMITATION: Under no circumstances will the lifetime contribution for any one employee exceed \$9,000. The amounts contributed by the District as the District match will reduce benefits payable under ARTICLE X, Section 10, Subd. 2: *Severance-Retirement Pay*; in an amount equal to cumulative employer contributions.

ARTICLE XIII DURATION

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, **2009**, through June 30, **2011** and thereafter until modified. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent pursuant to PELRA. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the Exclusive Representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provisions under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof.

BMS GRIEVANCE PROCEDURE

Application

This grievance procedure shall be applicable whenever a public employer and the Exclusive Representative of public employees cannot reach agreement on a grievance procedure as required by Minnesota Statutes, Section 179.70, Subdivision 1.

Definitions

Grievance: "Grievance" means a dispute or disagreement as to the interpretation of application of any term or terms of any contract required under Minnesota Statutes, Section 179.70, Subdivision 1.

Days: "Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Service: "Service" means personal service or by certified mail.

Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Small Group of Employees: "Small Group of Employees" means a group of employees consisting of five (5) or less.

Answer: "Answer" means a concise response outlining the employer's position on the grievance.

Step 1.

Whenever any employee or small group of employees have a grievance, he or they shall meet on an informal basis with the employee's or employees' immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the Exclusive Representative and served upon the public employer's designate (see Step II). Service must be made within fifteen (15) days of the last informal meeting. The employer shall, within five (5) days of receipt of the written grievance, serve his answer upon the exclusive representative. In the event the Exclusive Representative refuses to process the grievance, the employee(s) may proceed with the grievance and if he so chooses, may select a designee to represent him.

If the grievance involves and affects more than five (5) employees, the grievance may be reduced to writing by the Exclusive Representative (or the employees or their designated representative in the event the Exclusive Representative has declined to proceed with the grievance) and must be served upon the employer within twenty (20) days after the grievance occurred or twenty (20) days after the grievants, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The employee shall within five (5) days serve his answer upon the exclusive representative (or in the appropriate case, employee(s) or their designee).

Step II.

The employer's representative shall meet with the Exclusive Representative (or in the appropriate case, employee(s) or their designee) within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the Exclusive Representative (or in the appropriate case, employee(s) or their designee), if he elects to proceed with the grievance, must proceed with Step III by serving a proper notification on the appropriate Step III official(s). The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Step III.

The employer, its chief administrator, or its special representative shall meet with the designated official of the Exclusive Representative (or in the appropriate case, employee(s) or their designee) within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign the memorandum as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

If a grievance procedure is provided by a system of civil service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the civil service's or other such body's procedure, and in no event may a grievant avail himself of both procedures.

Step IV.

The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of

Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expense.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

- a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- b. If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

BMSEA
BUS DRIVERS (JOB LEVEL 4)

2009-2010

First Year Bus Drivers	Hourly Rate
Bus Drivers a.m. & p.m.	\$14.82
Second Year Bus Drivers	Hourly Rate
Bus Drivers a.m. & p.m.	\$14.98
Third Year Bus Drivers	Hourly Rate
Bus Drivers a.m. & p.m.	\$15.15

*Reflects an increase of **\$0.20** per hour.

2010-2011

First Year Bus Drivers	Hourly Rate
Bus Drivers a.m. & p.m.	\$14.97
Second Year Bus Drivers	Hourly Rate
Bus Drivers a.m. & p.m.	\$15.13
Third Year Bus Drivers	Hourly Rate
Bus Drivers a.m. & p.m.	\$15.30

*Reflects an increase of **\$0.15** per hour.

OTHER SALARY CONSIDERATIONS:

1. All regular drivers with both an am and pm shift will be paid **\$3.30** per hour as a split shift differential for the **2009-2010 and 2010-2011** school years. This will be paid for student days only and not be added to the hourly wage in the employee contract. Regular AM/PM routes for summer programs will be eligible for the split shift differential.

The split shift differential will not affect hours worked as extra-curricular drivers, shuttle drivers or drivers who make community trips.

There must be at least two (2) hours between shifts to qualify for a split shift differential.

2. Employees who have been continuously employed for the number of years specified and have been at the top level of their classification for one year shall receive an additional hourly amount as indicated, over their base salary.

<u>Years of Service</u>	<u>2009-10 & 2010-11</u>
5 years continuous employment -	80¢ per hour
10 years continuous employment -	90¢ per hour
15 years continuous employment -	\$1.00 per hr.
20 years continuous employment -	\$1.10 per hr.
25 years continuous employment -	\$1.20 per hr.
30 years continuous employment -	\$1.30 per hr.

3. A **new** employee must have begun employment six months prior to July 1 **of any given fiscal year**, to advance to the next **salary level for the following fiscal year**. The same employee would, however, receive any increase as a result of raising the base salary of the total guide.

4. Pre-Driving Preparation Allowance:

<u>Item</u>	<u>Time</u>
Bus warm-up and cleaning	1/4 Hour
Route variation	<u>1/4 Hour</u>
Total	1/2 Hour

Bus inspection time is included in above.

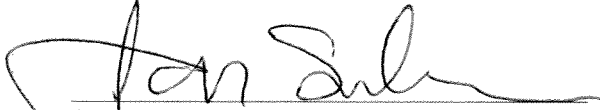
5. Driving time will be based on conditions as they exist in the Fall. The **route variation** of fifteen (15) minutes will be applied as an average for the total year.
6. **SPECIAL EDUCATION ROUTE DRIVERS:** Drivers of regularly scheduled a.m. & p.m. **special education designated** routes will be paid an hourly salary as indicated below, when transporting **designated special education** students to-and-from their place of residence for the purpose of attending school. Salary for drivers of **designated special education** routes will be fifty cents (50¢) per hour above the base salary.
7. Employment time for drivers of **designated special education** routes may vary, based on district needs but will be subject to limitations set forth in Subdivision 4, Article VI, Section 3.


8. EXTRA CURRICULAR AND SHUTTLE TRIPS: Drivers who drive a regularly scheduled a.m. & p.m. route and are members of the group shall be reimbursed for extra curricular and shuttle trips at the regular rate of pay. These trips do not include the **split shift differential**. Where trips require an overnight layover, the daily hourly time will be eight hours.
9. COMMUNITY TRIPS: Drivers who drive a regularly scheduled a.m. or p.m. route and are members of the group shall be reimbursed for these trips at the regular rate of pay. A community trip is any nonschool sponsored trip. These trips do not include the **split shift differential**.
10. Extension of AM/PM Driving: Extension time is driving which conforms to the adopted school calendar and extends beyond the bus driver's AM/PM route. If this time is scheduled for the entire school year, it will be added to the bus driver's contract. In the event of a situation where the extension driving is eliminated and the driver refuses to fulfill his/her contract, it will be taken off the bus driver's contract. If a bus driver chooses to drop the extension time, the extension time becomes available to another driver on the basis of seniority and location.

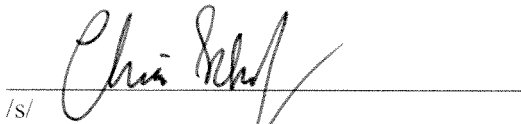
IN WITNESS, the parties have executed this Agreement as follows:

For MINNESOTA SCHOOL EMPLOYEES
ASSOCIATION BUS DRIVERS

Bemidji, Minnesota
Address



/s/ CHIEF STEWARD
President



/s/ Secretary


/s/ Chief Negotiator

For INDEPENDENT SCHOOL DISTRICT
NO. 31

Independent School District No. 31
Address


/s/ Board Chair


/s/ Board Clerk


/s/ Chief Negotiator

Dated this 19th day of April, 2010

Dated this 19th day of April, 2010