

AGREEMENT

between

SOUTH WASHINGTON COUNTY ISD #833

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 70**

BUS MECHANICS

July 1, 2018 through June 30, 2020

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ARTICLE I – PURPOSE

Section 1. Parties. THIS AGREEMENT, entered into between the School Board of Independent School District No. 833, Cottage Grove, Minnesota, hereinafter referred to as the School Board, and the International Union of Operating Engineers, Local No 70, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A. of 1971, is to provide the terms and conditions of employment for Bus Mechanics for the duration of this Contract.

ARTICLE II – DEFINITIONS

Section 1. School Board: shall mean the Board of Education of Independent School District No. 833 or its designated representative.

Section 2. Exclusive Representative: shall mean the International Union of Operating Engineers, Local 70 or its designated representative.

Section 3. Superintendent: shall mean the Superintendent of Schools of Independent School District No. 833 or a designated representative of the Superintendent.

Section 4. Supervisor: shall mean the Supervisor of Transportation Services of Independent School District No. 833 or a designated representative.

Section 5. Mechanic: shall mean an employee covered by this Contract.

Section 6. P.E.L.R.A.: shall mean the Public Employment Labor Relations Act of 1971, as amended.

Section 7. Other Terms: Terms not defined in this Contract shall have those meanings as defined by P.E.L.R.A.

ARTICLE III – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes “International Union of Operating Engineers, Local No. 70”, as the exclusive representative for the School Bus Mechanics (head mechanic and mechanics) employed by the School Board. The Union shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this agreement.

Section 2. Appropriate Unit: The Union is recognized as the exclusive representative of all school bus mechanics and helpers, who are employed for more than the lesser of 14 hours per week or 35% of the normal work week in the employee bargaining unit and more than 100 work days per year, excluding supervisory employees, confidential employees, and emergency employees.

Section 3. Job Classifications: The job classifications agreed by the School Board and the Union to be included within the appropriate unit are:

Head Mechanic
Mechanic

Subd. 1. Disputes: Disputes as to the inclusion or exclusion of a new or modified job classification may be referred to the Bureau of Mediation Services for determination.

ARTICLE IV – SCHOOL BOARD RIGHTS

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

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

Section 3. Effect of Laws, Rules and Regulations: The Union recognizes that all employees covered by this contract shall perform the services and duties prescribed by School Board rules, regulations, directives and orders, issued by properly designated officials of the School Board. The Union also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. All provisions of the Agreement are subject to federal and state laws. 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 School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein. All management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

ARTICLE V – MECHANICS RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any Mechanic or representative of a Mechanic 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 Union.

Section 2. Right to Join: Employees shall have the right to join the Union and shall have the right not to join the Union.

Section 3. Request for Dues Check-Off: Employees shall have the right to request and be allowed dues checkoff and the proceeds thereof shall not be allowed the Union if it has lost its rights to dues checkoff pursuant to 179A.06 Subd 6 of the P.E.L.R.A. Upon receipt of a properly executed dues deduction card by the employee involved, the School Board will deduct from the employee's pay check the dues that the employee has agreed to pay to the

Union during the period provided in said authorization. Deductions shall be made monthly and sent to the Union along with a list of names of all employees from whose deductions were made.

Section 4. Indemnification: The Union shall indemnify and hold the School Board harmless against all claims, orders, or judgments made against the School Board in the administration of Section 3 of this Agreement.

Section 5 Personnel Files:

Subd. 1. Employees shall have the right to inspect their individual personnel files.

Subd. 2. Employees shall receive a copy of evaluation materials which are initiated by the School Board or its designee and placed in the employee's individual personal file.

Section 6. Employee Lists: The District shall advise the Union office in writing of the names and starting dates of all employees added to this bargaining unit. The Union office shall be notified in writing upon the effective date of employment and termination, including all pertinent dates and information, within fourteen (14) calendar days.

ARTICLE VI – DISCIPLINE

Section 1. Discipline: The School Board shall have the right to discipline employees only for just cause.

Subd. 1. Disciplinary actions by the School Board shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Discharge

Subd. 2. A written reprimand, suspension, or discharge of an employee may be processed through the procedures of Article XVI. Subd. 3. At any disciplinary meeting the affected employee shall be entitled to have the Union Steward present. Notice of disciplinary action other than an oral

reprimand, shall be given within a reasonable time in writing to the affected employee, and shall state the reason(s) for such disciplinary action. A copy of such written notice shall also be sent to the Union. The time for filing a grievance pursuant to Article XIV shall not begin to run until written notice is received by the affected employee.

ARTICLE VII – STATUS OF EMPLOYMENT

Section 1. Definition of Full-Time Employee: Employees scheduled to a basic work day of 6 hours or more shall be defined as full-time employees. Full-time employees shall be subject to all the terms and conditions of this agreement.

Section 2. Definition of Part-Time Employee: Employees scheduled to a work day less than 6 hours shall be defined as part-time employees. Part-time employees shall be subject to all the terms and conditions of this agreement except Articles IX, and XVI.

Section 3. Normal Work Week: The normal work week for all Mechanics shall consist of 5 consecutive normal work days (excluding Sunday).

Section 4. Rest Period: Two rest periods, not to exceed 15 minutes each, shall be provided during the normal work day. Time of rest periods shall be approved by the Supervisor.

Section 5. Part-Time and Temporary Mechanics: The School Board reserves the right to employ and schedule work for part-time and temporary Mechanics as it deems necessary, provided that part-time and temporary Mechanics will not be employed when full-time employees are on layoff or scheduled to less than 40-hour work weeks.

Section 6. Probationary Period: All Mechanics newly employed shall serve a probationary period of 130 working days.

Section 7. First Aid Training: Mechanics shall maintain certification in First Aid. The cost and time required to maintain his/her certification will be borne by the District.

Section 8. Drug Test: The Director of Transportation shall have the right to require a Mechanic to submit to a drug test at any time, with the cost of the

test borne by the District. Failure to submit to a drug test as directed shall be grounds for immediate dismissal.

Section 9. School Bus Endorsement: Bargaining unit members must maintain a School Bus Endorsement as a condition of employment, unless the bargaining unit member fails the School Bus physical. Failure to maintain a School Bus Endorsement as provided in this section shall constitute a voluntary resignation. The school district administration retains discretion to continue the employment of a mechanic that has lost his/her School Bus Endorsement.

ARTICLE VIII – CLASSIFICATIONS AND RATES OF PAY

Section 1. Classifications: Classifications covered by this Agreement shall be as follows:

Head Mechanic
Mechanic

Section 2. Rates of Pay: The basic hourly rate of pay for job classifications covered by this Agreement shall be as follows:

	<u>7/1/2018</u>	<u>7/1/2019</u>
Head Mechanic	\$32.92	\$33.64
Mechanic	\$29.65	\$30.30

Section 3. Overtime: The rate of 1 ½ times a Mechanic’s basic hourly rate shall be paid for all hours assigned and worked as follows:

Subd. 1. All hours assigned and worked in excess of a normal work day.

Subd. 2. All hours assigned and worked in excess of a normal work week. The rate of 2 ½ times a Mechanic’s basic hourly rate shall be paid for all hours assigned and worked on a holiday.

Subd. 3. Additional hours assigned and worked may be taken, at the employee’s option, in the form of compensatory time off, at the overtime rate if applicable, during the year in which the additional hours were worked at a time which is mutually agreeable to the employee and the employee’s supervisor. Employees shall be allowed to accumulate up to 40 hours of compensatory time each fiscal year. Any unused balance will be paid out at the end of the fiscal year.

Section 4. Call Back: Mechanics who have completed their normal work day and who are recalled to work, shall receive a minimum of 2 hours at the applicable overtime rate. Call back shall not apply to overtime work which is scheduled immediately following the normal work day.

Section 5. On Call: Employees will be paid a minimum of two (2) hours for each day they are designated as the on-call employee, in addition to actual hours worked that day. There will be an on-call rotation schedule, determined by the supervisor, for full time employees.

Section 6. Schedule Placement: Mechanics shall be compensated in accordance with their schedule placement as provided in Section 2.

Subd. 1. Mechanics will receive higher level pay when assigned the duties of another employee who is absent, and the vacated position is of a higher level pay status. (Example: when Mechanic is assigned duties of Head Mechanic, when Head Mechanic is absent, or job is vacated). Also, Mechanics will receive higher level pay when driving a School Bus, provided vacated position is of a higher level pay status.

Section 7. Classification Advancement:

Subd. 1. Classification advancement will be made in seniority order of those employees who have the qualifications, including the appropriate licenses, and the ability to perform the duties and responsibilities of the new job classification or vacant job position.

Section 8. Shift Premium: Mechanics scheduled to a work shift which begins on or after 11:00 AM shall receive a thirty five cent (\$.35) premium for each hour worked. Mechanics scheduled to a work shift which begins on or after 6:00 p.m. shall receive a forty five cent (\$.45) premium for each hour worked. Shift premiums shall apply to shifts of no less than six (6) hours.

Section 9. Mileage: Mechanics who are required by the School Board or its designee to use their personal vehicle in the performance of assigned duties and responsibilities, shall be compensated for mileage at a per mile rate established by School Board policy, but not less than the IRS rate per mile.

Section 10. Tools and Equipment: Mechanics are responsible for providing their own standard tools, equipment and safety-toe shoes. The district is responsible for providing mechanics with required specialty tools (e.g. diagnostic equipment, oversized tools). The District will put the existing \$500 tool allowance from the 2008-2010 contract, onto to the hourly mechanic wages. The dollars will be split across 24 paychecks. This change is reflected in wages information listed in Article 8, Section 2.

Section 11. School District/Emergency Closing: In the event that School District functions are closed due to inclement weather, Mechanics are expected to report to work. If a Mechanic is unable to report to work or does not work a full shift on such a day due to the inclement weather, the Mechanic may use accrued and unused vacation leave or a personal day during such absence. In the event of a district-wide emergency school closing where only essential employees are required to work, and the mechanic does report to work for their assigned shift, the mechanic will be awarded a floating holiday to be used on a scheduled work day or days as designated by the supervisor.

ARTICLE IX – GROUP INSURANCE

Section 1. Health and Hospitalization Insurance:

Subd. 1. Single Employee Coverage: The School Board shall contribute to a maximum of \$530 toward the monthly premium for single coverage for all eligible full-time Mechanics employed by the School Board and who qualify for and are enrolled in the School Board group health, hospitalization, and major medical program. Additionally, employees on the Single High Deductible Plan will receive a \$150.00 monthly contribution toward a VEBA (Voluntary Employee Beneficiary Association).

Subd. 2. Family Coverage: The group health, hospitalization, and major medical program shall include a family coverage option. The School Board shall contribute to a maximum of \$1330 toward the monthly premium for family (employee and dependent) coverage for all eligible full-time Mechanics employed by the School Board who qualify for and are enrolled in the group health, hospitalization, and major medical program. Additionally, employees on the Family High Deductible Plan will receive a \$200.00 monthly contribution toward a VEBA (Voluntary Employee Beneficiary Association).

VEBA: Employees enrolling in the High Deductible Insurance Plan, single or family, are eligible for the negotiated District VEBA contribution. The plan year shall run January 1st through December 31st. Any employees enrolling in the VEBA plan with an effective date other than the first day of the plan year would have their contribution prorated on a per pay period basis. Upon separation, an employee would retain what is in the employee's account.

Section 2. Life Insurance: The School Board shall contribute to a maximum of \$4.50 toward the monthly premium of \$50,000 term life insurance program for all eligible full-time Mechanics employed by the School Board who are enrolled in the School Board group term life insurance program.

Section 3. Long Term Disability Insurance: The School Board shall provide at no cost to the school district a long-term disability insurance program for all eligible full-time Mechanics.

Section 4. Dental Insurance: The School Board shall contribute to a maximum of \$53.00, toward the monthly premium for single coverage for all eligible full-time Mechanics employed by the School Board who qualify for and are enrolled in the School Board group dental program.

Section 5. Payroll Deductions: The difference between the monthly costs of the group insurance programs and the School Board's contributions established by this Contract shall be paid by eligible Mechanics through payroll deduction.

Section 6. Voluntary Participation: Participation by any eligible full-time Mechanic in the insurance programs established by this Contract is voluntary. Eligible full-time Mechanics who choose not to participate shall receive no additional compensation in lieu thereof.

Section 7. Claims Against the School Board: A description of insurance benefits contained in this Contract are intended to be informational only and the eligibility of any Mechanic for benefits shall be governed by the terms of the insurance policies contracted by the School Board and an insurance carrier. The School Board's only obligation is to contract for insurance policies and contribute such amounts as established by this Contract. No claim shall be made against the School Board as a result of a denial of insurance benefits or eligibility by an insurance carrier.

Section 8. Duration of Insurance Contribution and Coverage:

Subd. 1. Full-time Mechanics are eligible for School Board contributions as provided by this Article as long as the Mechanics are employed by the School Board on a full-time basis. In the event a Mechanic's employment status changes from full-time to part-time status, all School Board insurance contributions shall cease until the Mechanic again attains full-time status, but the affected Mechanic shall be allowed to maintain coverage at his or her own expense during such part time status.

Subd. 2. Upon termination of employment of benefit eligible employees, medical, dental, and life coverage continues to the end of the month in which termination occurs. Disability and flex coverage terminates on the last day worked. Upon termination of employment, full time and part time employees shall have such rights of conversion or continuation of coverage as provided by law or the insurance contracts.

Section 9. Part-Time Mechanics Participation: Part-time Mechanics regularly scheduled to work between 20 and 30 hours per week may participate, at their own option, in the School Board group health, hospitalization and major medical insurance programs, and in the School Board group dental insurance program, provided the insurance contracts between the School Board and the insurance carrier permit part-time employee participation. Part-time Mechanics shall not be eligible for School Board contributions to insurance program premiums.

ARTICLE X – PAID ABSENCE LEAVE

Section 1. Rate of Accumulation: Full-time Mechanics shall be credited with 15 days of paid absence leave on July 1 of each year. Part-time Mechanics shall be credited with a pro-rata amount of paid absence leave on July 1 of each year. Mechanics starting work after July 1 shall be credited with a pro-rata amount of paid absence leave.

Section 2. Maximum Accumulation: Unused paid absence leave shall accumulate to an unlimited amount.

Section 3. Uses of Paid Absence Leave: A paid absence leave request shall be considered for approval only upon submission into the district's online absence reporting system, by the employee.

Section 4. Absences Because of Illness or Injury to the Mechanic:

Subd. 1. Mechanics who are unable to perform work duties and responsibilities because of personal illness or injury shall notify the Supervisor as soon as possible prior to the start of their normal work day.

Subd. 2. Use of paid absence leave due to personal illness or injury is in all cases subject to the approval of the supervisor, which approval shall not be unreasonably withheld.

Subd. 3. Prior to the final approval of paid absence, the Supervisor shall have the right to require a Mechanic to furnish medical evidence from a qualified physician, indicating such absence was due to personal illness or injury.

Subd. 4. Holidays established by this Agreement which occur while an employee is absent because of illness or injury shall not be deducted from accumulated paid absence leave.

Subd. 5. Approved paid absence due to personal illness or injury shall be deducted from a Mechanic's accumulated paid absence leave.

Section 5. Absences Because of Illness or Injury in the Mechanic's Family:

Subd 1 through 5 pertain to employees that have not worked for the district the previous 12 months. Subdivision 6 applies to employees who have worked 12 months or more, and meet the eligibility criteria.

Subd. 1. In the event of an illness or injury in a Mechanic's family, for which other care cannot be arranged, a Mechanic may be granted to a maximum of five (5) days of paid absence leave per school year.

Subd. 2. Use of paid absence leave due to family illness or injury is in all cases subject to the approval of the Supervisor, which approval shall not be unreasonably withheld.

Subd. 3. Family, for the purposes of this Agreement, shall be defined as the Mechanic's spouse, child, parent, grandchild, or household member.

Subd. 4. Prior to the final approval of paid absence, the Supervisor shall have the right to require a Mechanic to furnish medical evidence from a qualified physician, indicating such absence was due to a family illness or injury.

Subd. 5. Approved paid absence due to an illness or injury in a Mechanic's family shall be deducted from the Mechanic's accumulated paid absence leave.

Subd. 6.

- A. In the event of an illness or injury in the employees' family, for which other care cannot be arranged, an employee may be granted paid absence leave to be deducted from accumulated paid absence leave.
- B. Approval of a request for Paid Absence Leave due to family illness or injury and the duration of the paid absence leave, are in all cases, subject to the approval of the supervisor.
- C. Family members and eligibility are defined per applicable federal and state statutes.

Section 6. Absences Because of a Funeral in the Mechanic's Family:

Subd. 1. In the event of a death in a Mechanic's family, a Mechanic may be granted to a maximum of three (3) days of paid absence leave per death.

Subd. 2. Approval of a request for paid absence leave due to a death, and the duration of the paid absence, is in all cases subject to the approval of the Supervisor, which approval shall not be unreasonably withheld.

Subd. 3. Family, for the purposes of this Section, shall be defined as the employee's family member, household member, or friend.

Subd. 4. An additional two (2) days of paid absence may be approved by the Supervisor in unusual circumstances where travel or funeral arrangements are involved, and such approval shall not be unreasonably withheld.

Subd. 5. Approved paid absence due to a death in a Mechanic's family shall be deducted from the Mechanic's accumulated paid absence leave.

Section 7. Absences Because of an Injury on Duty:

Subd. 1. Upon the request of a Mechanic who is absent from work as a result of a compensable injury as covered under the provisions of the Worker's Compensation Act, the School Board will pay the difference between the compensation received by the Mechanic pursuant to the Worker's Compensation Act and the Mechanic's pay to the extent of the Mechanic's accumulated paid absence leave.

Subd. 2. Such difference shall be paid by the School Board to the Mechanic only for the period of disability or until the Mechanic's accumulated paid absence leave is exhausted.

Subd. 3. The deduction from the Mechanic's accumulated paid absence leave shall be an amount necessary to equal the difference between the Worker's Compensation benefits and the Mechanic's daily rate of pay.

Subd. 4. In the event that a Mechanic wishes to retain the Mechanic's Paid Absence Leave the Mechanic may request unpaid Absence Leave not to exceed one (1) year and receive Worker's Compensation benefits.

Section 8. Absences Because of Jury Duty Service: Any mechanic who is called to serve on jury duty shall be provided, his or her regular day's pay for each day of jury duty service. Jury duty leave shall not be deducted from the mechanic's paid absence leave balance. The mechanic shall, by payroll deduction, reimburse the District for any per diem paid to a juror by the Court for jury duty service, except that the mechanic shall retain any mileage and meal allowances paid by the court.

Section 9. Absences Because of Personal Business:

Subd. 1. In the event it is necessary for a Mechanic to be absent to conduct business which cannot be attended to outside of the Mechanic's normal work day, a Mechanic may be granted two (2) days of paid absence leave per school year, in an amount of no less than two (2) hours, subject to the approval of the Supervisor, which approval shall not be unreasonably withheld.

Subd. 2. To the extent possible, requests for business leave shall be made in writing at least three (3) calendar days in advance to the supervisor.

Subd. 3. Additional days of business leave shall be available for unusual circumstances, subject to the approval of the supervisor, which approval shall not be unreasonably withheld. All other provisions of Subd. 1 and Subd. 2 shall apply to such additional days.

Subd. 4. Approved paid absence due to business shall be deducted from the Mechanic's accumulated paid absence leave in an amount equal to the Mechanic's absence, in an amount of no less than one half (1/2) day.

Section 10. Child/School Activity Leave: In accordance with Minnesota Statute 181.9412, the Employer will grant a full-time employee leave up to a total of sixteen (16) hours during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-work hours. The employer will grant part-time employees who work twelve (12) hours or more per week the equivalent of up to a total of 2 work days during any school year to attend conferences or classroom activities related to the employee's child, providing such activities cannot be scheduled during non-work hours. Requests for School Conference Leave shall be made in writing at least seven (7) calendar days in advance to the Supervisor, except in the event of an emergency. School Conference and Classroom Activities will apply only to students in grades Kindergarten through 12. Personal Business leave may be used if employee chooses to receive compensation for absence due to attendance at a school conference or activity.

Section 11. Adoption/ Foster Care Leave: Full time, benefit eligible, and part-time employees with accrued paid absence leave will be granted up to 6 weeks leave for adoption of a child. The period of time shall, at the direction of the adoptive parent, begin before or at the time of, the child's placement in the adoptive parent's home, for the purpose of arranging for placement or caring for the child after placement. Additional days may be requested, subject to the approval of the Director of Human Resources on a case by case basis. Approved paid absences for the purposes of adoption shall be deducted from the employee's paid absence leave. Employees shall be granted up to ten (10) days of paid absence leave per school year for the placement of a foster child. Additional days may be requested, subject to the approval of the Director of Human Resources on a case by case basis. Approved paid absences for the purposes of foster placement shall be deducted from the employee's paid absence leave.

Section 12. Notice to Supervisor: Mechanics shall have the personal responsibility to notify the Supervisor of an intended absence a reasonable time prior to the start of their work day. Mechanics failing to give such notice shall not be eligible for any paid absence established by this Article in such absence.

Section 13. Compensation During Paid Absence: Mechanics who receive approval from the Supervisor for a paid absence as established by this Agreement, shall be compensated at their daily rate of pay for each normal work day of absence. The paid absence compensation shall cease when a full-time Mechanic's paid absence leave accumulation is exhausted.

Section 14. Separation from Employment: Upon separation from employment, accumulated paid absence leave shall be waived.

Section 15. Change of Employment Status: In the event of a change in employment status from full-time to part-time, further accumulation of the Mechanic's paid absence leave shall be on a pro-rata basis, until the Mechanic again attains full-time status. Mechanics who move from full-time to part-time status or part-time to full-time status, shall be entitled to use the balance of their already accumulated paid absence leave.

ARTICLE XI – VACATIONS

Section 1. Vacation Schedule: Full-time Mechanics having a normal work year of 12 months shall earn paid vacation in accordance with the following schedule, based on years of continuous employment as of June 30. Part-time Mechanics shall earn paid vacation on a pro-rata basis.

Subd. 1. During 1st year of continuous employment – .83 of a day per month (10 days of vacation).

Subd. 2. Following 5 years of continuous employment – 1.33 days per month (16 days of vacation).

Subd. 3. Following 10 years of continuous employment – 1.58 days per month (19 days of vacation).

Subd. 4. Following 15 years of continuous employment – 1.83 days per month (22 days of vacation).

Subd. 5. Following 20 years of continuous employment – 2.08 days per month (25 days of vacation).

Section 2. Continuous Employment Credit: For the purpose of establishing continuous employment for earned vacation, Mechanics shall be assigned a July 1 continuous employment date.

Subd. 1. Mechanics employed on or after July 1 and before January 1 shall be assigned the July 1 following the calendar year in which employed, as a continuous employment date.

Subd. 2. Mechanics having less than one (1) year of continuous employment prior to their July 1 continuous employment date shall earn a pro-rata amount of vacation as established by this Agreement.

Section 3. Earning Vacation: Vacation, as established by this Agreement, earned during 1 fiscal year (July 1 through June 30) period shall be taken during the following fourteen (14) month period (July 1 through second following August 30).

Section 4. Vacation Selection: Vacation may be taken at any time during the normal work year mutually agreed upon by the Mechanic and the Supervisor.

Section 5. Vacation Usage: Bus Mechanics may carry over up to one year of accrued annual vacation, to be used by August 30 of the following year.

Section 6. Vacation Compensation: Vacation compensation shall be paid at the Mechanic's current basic hourly rate.

Section 7. Holidays Occurring During Vacation: Holidays established by this Agreement which occur during a Mechanic's scheduled vacation shall not be deducted from earned vacation.

Section 8. Separation: Mechanics who separate from employment will be compensated for all unused vacation, provided that Mechanics who resign shall give at least 14 calendar days written notice of resignation.

ARTICLE XII – HOLIDAYS

Section 1. Holidays:

Subd. 1. Mechanics shall observe the below listed holidays on the calendar day established by the School Board.

Independence Day	Day before or after New Year's
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving Day	Good Friday
Day before or after Christmas Day	Memorial Day
Christmas Day	

Subd. 2. Two (2) floating holidays shall be observed, on a scheduled work day or days as designated by the Supervisor.

Subd. 3. In the event of a district-wide emergency school closing where only essential employees are required to work, and the mechanic does report to work for their assigned shift, the mechanic will be awarded a floating holiday to be used on a scheduled work day or days as designated by the supervisor.

Section 2. Premium: Mechanics scheduled to work or called back to work on their observed holiday shall be compensated for all hours worked at the rate of 2 ½ times their basic hourly rate of pay.

Section 3. Eligibility: To be eligible for holiday pay, as established by this Contract, Mechanics shall have worked their scheduled normal work day immediately before and immediately after the observed holiday. Mechanics on an approved paid absence leave, other than sick leave, as established by this Contract, shall be considered to have been on duty on their scheduled normal work day before and/or after the holiday.

ARTICLE XIII – UNPAID LEAVES OF ABSENCE

Section 1. Leave of Absence: A Mechanic who has been employed by the School Board for two (2) full years may request a leave of absence without pay for a period not to exceed one (1) year. The request shall be in writing and may be granted by the Superintendent or Designee subject to the following conditions:

Subd. 1. A leave of absence, when granted, shall be for a period of time as is agreed upon between the Supervisor and the Mechanic and is approved by the Superintendent or Designee.

Subd. 2. A Mechanic returning from a leave of absence shall be returned to the Mechanic's former position or to a position of like status and pay. Mechanics not returning to work at the expiration of their leave of absence shall be considered to have resigned.

Subd. 3. Leaves of absence, when granted by the Superintendent or Designee, shall be in writing and shall contain the dates of departure and return. Subject to the provisions of this Agreement, and the limitations of the group insurance programs established by this Agreement, a Mechanic on a leave of absence may continue to participate in the group insurance program. A Mechanic choosing to continue participation shall pay the entire monthly premiums of such programs effective on the date the leave of absence begins.

Section 2. Medical Leave of Absence: Mechanics who have exhausted their earned paid absence leave may request a Medical Leave of Absence not to exceed six (6) months.

Subd. 1. A request for a Medical Leave of Absence shall be in writing and shall be accompanied by a medical statement indicating the extent of illness or injury and the expected duration of the leave.

Subd. 2. A Medical Leave of Absence may be extended by the Superintendent or Designee for an additional six (6) months.

Subd. 3. A Medical Leave of Absence, when granted by the Superintendent or Designee shall be in writing and shall contain the dates of departure and return. Subject to the provisions of this Agreement, a Mechanic on a Medical Leave of Absence may continue to participate in the group insurance programs. A Mechanic choosing to continue participation shall pay the entire monthly premium of such programs effective on the date the Medical Leave of Absence begins.

Section 3. Military Leave: Military Leaves of Absence shall be granted in accordance with and subject to applicable statutes.

ARTICLE XIV – REDUCTION OF WORK FORCE

Section 1. Lay-Off: In the event it is necessary to reduce the work force, part-time employees will be laid off first by the inverse order of continuous employment, then full-time employees shall be laid off from affected job classifications in the inverse order of their length of continuous full-time employment with the School Board in a job classification covered by this Agreement.

Section 2. Recall: Employees who have been laid off shall be recalled from layoff status in the inverse order in which they were laid off, provided, the employee is qualified to perform the job duties and responsibilities of the job classification for which the recall is made. The right to recall shall expire after one (1) year.

ARTICLE XV – GRIEVANCE PROCEDURE

Section 1. Definitions:

Subd. 1. Grievance Definition: A “grievance” shall mean an allegation by a grievant resulting from a dispute or disagreement between the grievant and the School Board as to the interpretation or application of this Contract.

Subd. 2. Days: shall mean Monday through Friday except School District Holidays.

Subd. 3. Reduce to Writing: shall mean a concise written statement outlining the nature of the grievance, the issue in contention of disagreement, and the relief sought.

Subd. 4. Answer: shall mean a concise written statement outlining the School District’s position and action on the grievance.

Subd. 5. Grievant(s): shall mean the employee or group of employees who have filed a grievance.

Section 2. Processing of Grievance: The processing of a grievance shall be conducted at times mutually agreeable to the parties. If a grievance is appealed to arbitration as provided by Section 6, each side shall be responsible for compensating its own representatives and witnesses.

Section 3. Computation of Time: The computation of time shall begin on the first day after receiving a grievance, answer, or appeal. Correspondence sent by certified or registered mail and having a postmark date within the established time limit shall be considered to have met the time limit.

Section 4. Time Limitations: Failure of a grievant or the Union to adhere to the established time limits shall result in a forfeiture of the grievance. Failure of the School Board to answer a grievance within the established time limits shall constitute a denial of the grievance and may be appealed by the Union to the next step of the grievance procedure.

Section 5. Procedure:

Step 1. In the event of an alleged grievance, the grievance shall be reduced to writing and presented by the grievant to the Supervisor of Transportation within ten (10) days of the event giving rise to the grievance. If the grievance is not resolved informally between the grievant and the Supervisor, the Supervisor shall submit an answer to the grievant within five (5) days of the date of the informal meeting.

Step 2. If the grievance is not resolved by the Supervisor of Transportation's answer, the Union may appeal the grievance by giving a written notice of appeal to the Superintendent, within ten (10) days following receipt of the Supervisor's answer. Within ten (10) days following the receipt of a timely appeal the Superintendent shall meet with the Business Representative of the Union. If the grievance is not resolved between the Business Representative and the Superintendent, the Superintendent shall submit a written answer regarding the grievance to the Union within five (5) days of the date of the meeting.

Step 3. In the event the grievance is not resolved in Step 2, it may be appealed by the Union in writing within seven (7) calendar days to the School Board. Following receipt of a Step 2 appeal, the School Board shall set a time to hear the grievance within 20 calendar days. At the option of the School Board, a committee of members of the School Board may be designated to hear the appeal at this level and report its findings and recommendations to the School Board. Within 20 calendar days after the meeting, the School Board shall issue its decision in writing. In the event the grievance is not resolved in Step 3, it may be appealed by the Union in writing within 20 calendar days to arbitration.

Section 6. Arbitration: In the event the Union and the School Board are unable to resolve a grievance at Step 3, the grievance may be submitted to arbitration as hereinafter provided.

Subd. 1. Requests: A request to submit a grievance to arbitration must be in writing signed by the Business Representative of the Union and such request must be filed with the Superintendent within 10 working days following receipt of the decision at Step 3 of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by an arbitrator which has not been first duly processed in accordance with this grievance procedure.

Subd. 3. Selection of an Arbitrator: If a grievance is properly appealed to Arbitration, representatives of the School Board and the Driver and Union shall meet and attempt to mutually agree upon a suitable arbitrator. If the parties cannot agree upon an arbitrator, either party may request the Bureau of Mediation Services to submit a list of five (5) arbitrators from which the parties shall select one (1). The method of selection shall be in accordance with the rules of the Bureau of Mediation Services.

Subd. 4. Jurisdiction: The arbitrator shall have jurisdiction over disputes properly brought before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend, subtract from or modify the terms of this Agreement.

Subd. 5. Decision: A written decision by the Arbitrator shall be rendered within 30 calendar days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the Mechanic, the Union and the School Board, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with the arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which each party incurs in connection with presenting its case in arbitration. A transcript or recording shall be borne by the requesting party, or if the request is mutual the cost shall be shared. The parties shall share equally all fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Section 7. Exclusive Remedy: The procedure established by this Article shall be the sole and exclusive means to resolve grievances as defined by Section 1 of this Article.

ARTICLE XVI – SEVERANCE PAY

Section 1. Eligibility: Full-time employees, as defined in Article VI, Section 1, who have completed at least 10 years of continuous employment with the School Board and who are at least 55 years of age, shall be eligible for a severance payment, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School Board.

Subd. 1. Leaves of Absence: Time spent on approved Leaves of Absence, as provided in Article IX, shall be included in the calculation of years of continuous employment.

Subd. 2. Determination of Age: For purposes of this Article, an employee's age shall be that attained during the fiscal year, at the end of which, the employee elects to retire. The fiscal year shall be defined as beginning on July 1 of one year and ending on June 30 of the year following.

Subd. 3. Discharge for Cause: This Article shall not apply to any employee who has been discharged for cause by the School Board.

Subd. 4. Effective Date: This Article shall be effective for those employees who elect early retirement at or after the end of the 1978-79 fiscal year.

Section 2. Contributions: The School Board shall make the P.E.R.A. and F.I.C.A. retirement contributions on behalf of eligible employees in accordance with State and Federal law.

Section 3. Basis of Severance Payment: The amount of the severance payment, shall be to a maximum of 170 days of pay at the employee's daily rate of pay as of the date of retirement, not to exceed \$25,000.00.

Subd 1. An employee hired after July 1, 1973, upon retirement, shall be eligible to receive a severance payment in an amount obtained by multiplying 85 percent of the employee's unused paid absence leave at the time of retirement, not to exceed 170 days, times the employee's daily wage rate.

Subd. 2. Daily Wage Rate: The daily wage rate shall be determined by multiplying the employee's hourly wage rate, as established by Article VII, times their scheduled work day.

Section 4. Maximum Payment: The maximum severance payment benefit, under the provisions of this Article, shall be \$25,000.00.

Section 5. Payment: Upon retirement an employee shall receive a single severance payment on or about July 15.

Subd. 1. Deductions: Deductions shall be made from the severance payment only as required by law.

Subd. 2. Beneficiary: If the employee dies after the effective date of retirement, but before the total severance payment has been received, the balance due shall be paid to a named beneficiary or, lacking same, to the estate of the deceased.

Section 6. Insurance: Employees, who retire prior to qualification for Medicare, shall be eligible to participate in one of the group health and hospitalization insurance programs established by Article VIII of this Agreement.

Subd. 1. Retired employees shall pay the entire monthly premium of such insurance program in which they elect to participate.

Subd. 2. Termination of Eligibility: Retired employees' eligibility for participation in a group health and hospitalization program as defined in this Section shall cease upon qualification for Medicare.

Section 7. Matching Plan: Full-time employees are eligible for a matching plan, either TSA or 403b. As of January 2011, qualifying employees are eligible for \$1,500.00 per year in matching contributions for the school district (\$125 per month). As of January 2017, qualifying employees are eligible for \$1,750.00 per year in matching contributions from the school district.

ARTICLE XVII – PUBLIC OBLIGATION

Section 1. No Strike: The exclusive representative agrees that at no time prior to the expiration of this contract will either the exclusive representative or any person acting on its behalf, nor any individual employee, engage in any strike, including sympathy strikes, or unfair labor practice as defined by the P.E.L.R.A.

Section 2. No Unfair Labor Practices: In consideration hereof, the School District agrees that it will not engage in any unfair labor practice or lockout as defined by the P.E.L.R.A. during the period covered by the non-strike agreement.

Section 3. Procedure: The parties agree that procedures affecting this Article are provided for by P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XVIII – DURATION

Section 1. Terms and Reopening Negotiations: The Contract shall remain in full force and effect for a period commencing on July 1, 2018, unless provided otherwise herein, through June 30, 2020. If either party desires to modify or terminate this Contract, it shall give written notice of such intent no later than April 1, 2020. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 calendar days prior to the expiration of the Contract.

Section 2. Effect: This Contract constitutes the full and complete agreement between the School Board and the Association as the exclusive representative of Bus Mechanics. The provisions herein relating to terms and conditions of employment supersede any and all prior contracts, resolutions, practices, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to this Contract, whether or not referred to in this Contract, shall not be open for negotiations during the term of the Contract.

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

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

For: South Washington County
ISD #833



Chair

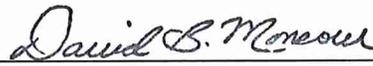


Secretary/Treasurer



Chief Negotiator

For: International Union of
Operating Engineers, Local 70



David Monsour, Business Manager



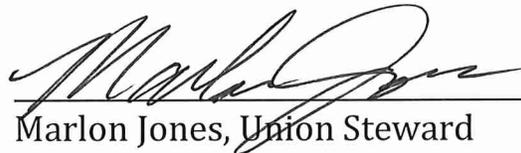
Michael Dowdle, President



Linda Powers, Recording Secretary



Ken Wieken, Business Representative



Marlon Jones, Union Steward

1-17-19

Date:

1-15-2019

Date:

KW/jcb/opeiu#12
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