MEMORANDUM OF UNDERSTANDING

WHEREAS, The Department of Transportation in Independent School District No. 271, Bloomington, MN ("District") wishes to reorganize the clerical work in their department.

WHEREAS, The Association of Bloomington Clerical ("Union") represents the employees and positions in such reorganization.

WHEREAS, The Union and the District hereby enter into this agreement.

WHEREAS, the Union and the District are parties to a Collective Bargaining Agreement ("CBA")

NOW, THEREFORE, the Union and the District agree as follows:

- 1. The District shall create a Level 5 DISPATCH/ROUTER position which shall require a bus license and regular driving responsibilities. The District will continue to pay the required license fees. Employees in this position will not be eligible for the driving stipend of \$.71.
- 2. The District shall create a Level 3 CLERICAL TRANSPORTATION position which shall require a bus license and "emergency" driving responsibilities. Employees will have a reasonable time to acquire the proper license after starting. The District will continue to pay the required license fees. The current driving stipend of \$.71 shall apply to this position.
- 3. These positions will all be 8 hour a day, full-year positions, scheduled in consecutive hours per day.
- 4. Kelly Stark will be re-classed into the new Level 5 Dispatch/Router position. All other Dispatch/Router vacancies will be posted.
- 5. All other current Clerical employees in Transportation who do not apply or receive the new Level 5 position shall be re-classed into the new Level 3 Clerical Transportation position. Any of these employees who are currently in Level 4 Clerical positions will retain their Level 4 status for the duration of their time in the new Level 3 Clerical Transportation position as it relates to pay and lay-off rights.
- 6. All Clerical employees in transportation will be offered the choice of a lay-off from the District.
- 7. Cheryl Larson will also be offered the choice to bump, per Contract, another Level 2 Clerical position with the same or fewer days per year.
- 8. The Agreement and any increases involved in this MOU shall take effect September 21, 2017.
- 9. This Agreement is non-precedent setting.
- 10. This Agreement shall be enforceable through the grievance procedures in the CBA.

By signing below, the Parties acknowledge that each has read, understands, and agrees to be bound by the terms of this MOU.

ASSOCIATION OF BLOOMINGTON CLERICAL

Union Representative

9/21/17

Date

INDEPENDENT SCHOOL DISTRICT NO. 271, BLOOMINGTON, MN

Executive Director of Human Resources

9-21-17

Executive Director of Finance

9/21/17