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work phone number, job classification, wage and number of hours normally scheduled in a work week.

ARTICLE VI RATES OF PAY

Section 1. Schedules:

The classifications and wages described in Schedule A attached hereto shall be a part of the Agreement for the period commencing July 1, 2021 to June 30, 2023.

Section 2. Increments:

The school district reserves the right to withhold a salary increment increase in individual cases where there is a demonstrable deficiency in the performance of the employee, provided the employee affected shall receive notice of such action to withhold advancement on the rate progression sequence within thirty (30) days prior to the date of the scheduled increase.

Section 3. Pay Period:

Payment of salary is to be on a semi-monthly basis. Pay day will be on the 15th and the last working day of the month. If the 15th or last day falls on a holiday or weekend, the work day preceding will be pay day. The payment of salaries will be changed to a bi-weekly schedule if and when a bi-weekly schedule is made available to other employee groups.

Section 4. Overtime:

Work performed in excess of 40 hours per week shall be compensated at a rate of one and one-half times the regular rate, or compensatory time may be provided if taken within the same week.

Section 5. Anniversary Dates:

Subd. 1. Step 1: New drivers shall start on step 1 (training period step) and shall continue to be paid at the step 1 rate for the training period of ninety (90) school-year calendar days of continuous service with the school district.

Subd. 2. Step 2: (Regular Rate) Drivers shall move to step 2 after completing ninety (90) school-year calendar days of continuous service with the school district.

Subd. 3. Effective Date: Salary increases for step movements shall be effective as of the first day of the pay period following their respective anniversary dates.

Section 6. Sunday Double –Time Pay:

A mechanic shall be paid two times her/his regular rate of pay for all hours worked on a Sunday.

Section 7. Snow Removal:

A mechanic who is assigned to perform work as the result of inclement weather (e.g., snow removal, ice removal, etc...) shall receive a differential of fifty cents per hour for all such work.

**ARTICLE VII
GROUP INSURANCE**

Section 1. Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the school district.

Section 2. Eligibility:

All full-time employees as defined in Article III, Section 4 are eligible to participate in the District Insurance Programs unless otherwise excluded in the master insurance contracts.

Section 3. Hospitalization Insurance:

Subd. 1. Single Coverage:

The school district shall provide monthly a sum of money toward the premium for individual coverage for eligible employees of the school district who qualify for and are enrolled in any of the school district's group health and hospitalization plans (with the exception of the high deductible plan). The sum provided by the school district shall be as follows

July 1, 2021 to June 30, 2022:	\$ 768.00 per month
July 1, 2022 to June 30, 2023:	\$ 783.00 per month

The district shall contribute an additional \$30 per month toward the premium for eligible employees working 2,080 hours per year. If the cost of the premium exceeds the district's total contribution, the difference in cost shall be borne by the employee and paid by payroll deduction. If the cost of the premium is less than the employer contribution, the district will not refund the difference between the premium and the district's negotiated contribution.

Subd. 2. Single Coverage – High Deductible with HRA:

Effective July 1, 2014, the school district shall provide monthly a sum of money toward the premium for individual coverage for eligible employees of the school district who

qualify for and are enrolled in the school district’s high deductible group health and hospitalization plan. In addition, the school district will make a contribution on behalf of such employees to a Health Reimbursement Arrangement (HRA), funded by a VEBA trust, established by the district in accordance with IRS Notice 2002-45 and Revenue Ruling 2002-41, from which employees may obtain reimbursement of expenses for medical care (as that term is defined in Section 213(d) of the Internal Revenue Code). The sums provided by the school district shall be as follows:

<u>July 1, 2021 to June 30, 2022:</u>	
Premium contribution:	\$ 693.00 per month
HRA contribution:	\$ 75.00 per month
Total District Contribution:	\$ 768.00 per month

<u>July 1, 2022 to June 30, 2023:</u>	
Premium Contribution:	\$ 708.00 per month
HRA Contribution:	\$ 75.00 per month
Total District Contribution:	\$ 783.00 per month

The district shall contribute an additional \$30 per month toward the premium for eligible employees working 2,080 hours per year. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. If the cost of the premium is less than the employer contribution, the district will not refund the difference between the premium and the district’s negotiated contribution.

Subd. 3. Family Coverage:

The school district shall provide monthly a sum of money toward the premium for family coverage for eligible employees of the school district who qualify for and are enrolled in any of the school district's group health and hospitalization plans for family coverage (with the exception of the high deductible plan). The sum shall be as follows:

July 1, 2021 to June 30, 2022:	\$ 1325.00 per month
July 1, 2022 to June 30, 2023:	\$ 1345.00 per month

The district shall contribute an additional \$30 per month toward the premium for eligible employees working 2,080 hours per year. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 4 Family Coverage – High Deductible with HRA:

Effective July 1, 2015, the school district shall provide monthly a sum of money toward the premium for family coverage for eligible employees of the school district who qualify for and are enrolled in the school district’s high deductible group health and hospitalization plan. In addition, the school district will make a contribution on behalf of such employees to a Health Reimbursement Arrangement (HRA), funded by a VEBA trust, established by the district in accordance with IRS Notice 2002-45 and Revenue

Ruling 2002-41, from which employees may obtain reimbursement of expenses for medical care (as that term is defined in Section 213(d) of the Internal Revenue Code). The sums provided by the school district shall be as follows:

<u>July 1, 2021 to June 30, 2022:</u>	
Premium contribution:	\$ 1200.00 per month
HRA contribution:	\$ 125.00 per month
Total District Contribution:	\$ 1325.00 per month

<u>July 1, 2022 to June 30, 2023:</u>	
Premium contribution:	\$ 1220.00 per month
HRA contribution:	\$ 125.00 per month
Total District Contribution:	\$ 1345.00 per month

The district shall contribute an additional \$30 per month toward the premium for eligible employees working 2,080 hours per year. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.

Subd. 5. If an employee and his/her spouse are employees of the Eden Prairie School District and both are eligible for health insurance, and one spouse enrolls in family coverage, they will receive a monthly contribution 10% greater than the negotiated contribution. To qualify for this incentive, neither employee may enroll in the single health insurance option.

Section 4. Dental Insurance:

The school district shall make composite dental insurance available to eligible employees and shall contribute an amount per month equal to that of the teachers' contract. The cost of any premium not contributed by the school district shall be borne by the employee and paid by payroll deduction. (A composite program is defined as the identical premium for both single and family coverages.)

District contributions are as follows:

2021-22:	\$ 80.00 per month
2022-23:	\$ 80.00 per month

Section 5. Life Insurance:

Subd. 1. Basic Employee Life Insurance: The school district shall pay the premium cost for term life insurance with double indemnity for accidental death in an amount equal to twice the transportation employee's annual salary rounded to the nearest thousand dollars.

Subd. 2. Optional Life Insurance: So long as permitted by the school district's group insurance carrier, full-time employees may purchase additional life insurance coverage on their own lives or on the lives of their spouse and/or children. The cost of the premium for this optional life insurance shall be borne by the employee and paid by

payroll deduction. The premium cost, underwriting conditions, and insurance contracts shall be determined by the school district's group life insurance carrier. Any disputes that may arise between the carrier and the employee shall not involve the school district.

Section 6. Long Term Disability Insurance:

The school district will pay the premium for the Long Term Disability Insurance plan for full-time personnel. In the event an employee is disabled and unable to work, the district will continue to make contributions towards health, dental and life insurance as per the contract, for one year from the time an employee goes on medical leave. In the event an employee is permanently disabled and unable to return to work, they may continue to participate in the District's plan at their own expense as per Minnesota Statute. Upon termination of employment, participation shall cease effective on the last working day, subject to statutory and insurance company regulations.

Section 7. Claims Against the School District:

The parties agree that any description of insurance benefits contained in this article are intended to be informational only, and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the school district pursuant to this article. It is further understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Duration of Insurance Contribution:

An employee is eligible for district contribution as provided in this article as long as the employee is employed by Independent School District No. 272. Upon termination of employment, all school district contributions shall cease effective on the last day of the month that the employee terminates employment.

Section 9. Workers' 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 Workers' Compensation Act, the school district will pay the difference between the compensation received pursuant to the Workers' Compensation Act and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro rata portions of days of sick leave time which is used to supplement Workers' Compensation.

Subd. 3. Such payment shall be paid by the school district to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave pay pursuant to this policy shall show each of the Workers' Compensation checks to the school district prior to receiving payment from the school district for the absence.

Section 10. Insurance Application:

An employee on leave of absence without pay including but not limited to maternity leave, medical leave, layoff, unpaid leave of absence, etc., is eligible to continue to participate in group insurance programs if permitted under the master insurance policy provision but shall pay the entire premium for such programs as they wish to retain commencing with the beginning of the leave. It is the responsibility of the employee to make arrangements with the school district to pay to the school district the monthly premium amounts in advance and on such date as determined by the school district. The right to continue participation in such group insurance programs will discontinue upon termination of employment, except as otherwise provided by statute.

Section 11. Retirement Contribution:

Membership in the Public Employees Retirement Association (PERA) is required by State Law for most permanent employees. Most new employees are required by law to participate in Social Security as well as PERA.

Section 12. Continued Participation in Health Insurance:

Pursuant to Minnesota Statute 471.61, Subd. 2d, employees and their dependents who receive a disability benefit or an annuity from PERA may participate indefinitely in the hospital, medical and dental insurance group plan that the employee participated in immediately before retirement. The employee is responsible for paying the full premium cost of the insurance.

**ARTICLE VIII
LEAVES OF ABSENCE**

Section 1. Sick Leave:

Subd. 1. Full-time employees shall earn sick leave at the rate of one day per month worked in the employ of the school district. Sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work day and year.

Subd. 2. Unused sick leave days may accumulate to a maximum of 173 working days of sick leave per employee.

Subd. 3. Sick leave with pay shall be allowed by the school district whenever an employee's absence is due to illness or disability, including pregnancy, which prevented attendance at school and performance of duties on that day or days. Sick leave pay will cease on the 61st day of disability. School year employees may use no more than two (2) sick leave days during the summer if working a summer assignment.

Subd. 4. The school district may require an employee to furnish a medical certificate from a district-designated physician or other qualified physician as evidence of illness, indicating such absence was due to illness in order to qualify for sick leave pay. However, the final determination as to the eligibility for sick leave is reserved to the school district.

It shall be the responsibility of each employee to provide medical certification by a doctor acceptable to the school district. The school district may request follow-up medical certification every 10th consecutive day, if they deem it necessary. Sick leave will not be paid for disability leaves by the school district unless medical certification is provided to the school district when requested.

Subd. 5. An employee may use sick leave up to the amount accumulated for serious illness of the employee or employee's minor child. An employee may also use sick leave not to exceed four days per year for serious illness of a spouse, parent, or adult child. An employee may also use sick leave for those purposes designated in Minnesota Statute §181.9413, which is described in Appendix A.

Subd. 6. Sick leave shall be granted only upon submission of a signed and authorized time card.

Subd. 7. Physical and dental examinations are to be scheduled at times other than the normal employment period; however, if such examination cannot be scheduled except during the normal employment period, the employee may arrange for compensatory time with the immediate supervisor.

Subd. 8. Sick Leave Incentive:

- a. Twelve-month employees (2,080 hours per year). Transportation employees who qualify for sick leave and who have not used more than two (2) days of their earned sick leave days during the July 1 to June 30th fiscal year may convert up to 5 days of their unused sick leave days to the employee's HRA (VEBA) account. For the purpose of calculating this agreement, a day of pay is based on the hourly rate of pay for the assignment.
- b. Transportation employees who work less than 12 months. Transportation employees who work less than 12 months and who have not used more than two (2) of their earned sick leave days during the July 1 to June 30th fiscal year must convert a maximum of up to four (4) days of accrued sick leave into a HRA (VEBA) account, as long as they maintain a minimum balance of nine (9) sick

leave days after conversion. The deposit into the account will be by July 31 of the same calendar year.

For the purpose of calculating this agreement, a day of pay is based on the hourly rate of pay for the assignment.

Section 2. Disaster Leave:

The district shall provide disaster leave coverage for employees eligible for sick leave who have exhausted accumulated sick leave prior to the commencement of long-term disability benefits. An employee will become eligible for disaster leave coverage after the employee has been continuously disabled and unable to work for thirty (30) consecutive work days as certified by a medical doctor. Disaster leave payments shall be retroactive to the day that regular sick leave payments expire and shall continue only for a period during which the employee remains continuously disabled and unable to work. Disaster leave payments shall cease on the 61st calendar day of disability.

Section 3. Personal Leave:

Subd. 1. A full-time employee with less than five (5) years of continuous service with the school district will earn one (1) day of personal leave per year. A fulltime employee with five (5) more years of continuous service with the school district will earn two (2) days of personal leave per year. Unused personal leave may accumulate to a total of four (4) days.

Subd. 2. Requests for personal leave shall be made in writing at least two days in advance, whenever possible, to the Executive Director of Human Resources, with the recommendation of the responsible administrator. If the personal leave makes it impossible to submit the written request in advance, an oral request shall be made to the Executive Director of Human Resources through the responsible administrator and then confirmed in writing by the employee immediately upon return.

Subd.3. Not more than five percent (5%), to the nearest whole number, of the bargaining unit shall be permitted to have personal leave at any one time. The administration will give priority to such requests in the order of their submission.

Section 4. Bereavement Leave:

Full-time employees shall receive up to five (5) days of leave per occurrence for a death in the immediate family. The particular amount of leave allowed under this provision is subject to the discretion of the Superintendent, depending upon the circumstances. For purposes of this section, immediate family is defined as the employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, legal guardian, aunt, uncle and spouse's grandparent. Days under this section shall not be deducted from sick leave.

Section 5. General Leave:

Subd. 1. Employees in the school district may apply for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the discretion of the school district.

Subd. 2. Such leave may be granted without pay by the school district for Peace Corps, child care leaves, medical leave, extended illness of the employee's family, adoption, civic activities, or other reasons deemed appropriate by the school district. Leaves may be granted for periods of up to one (1) year, and the school district may, at the school district's discretion, renew such leaves.

Section 6. Jury Duty Leave:

An employee who serves on jury duty shall be granted the day or days necessary as specified by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. In the event an employee serves on jury duty pursuant to this section, the school district will compensate the employee for the difference between the regular salary and the amount received as jury duty pay.

**ARTICLE IX
EMPLOYMENT PROVISIONS**

Section 1. General Employment Provisions:

Subd. 1. In the event layoffs are required by the school district, seniority shall determine the order of layoffs, provided remaining employees are capable of performing the work required. There shall be two seniority lists – all drivers and all mechanics. Seniority shall be applied based on the order on each list. Last one hired shall be first laid off. Employees who are laid off will be called back in the reverse of lay-offs. Employees notified of call back must report to duty within fifteen (15) days of the date such notice of call back has been posted by certified mail to the last known address of said employee. In the case of layoffs, an employee who is not full-time (benefit eligible) in the transportation unit would be laid off first. Employees will retain recall rights for a period of three (3) years.

Subd. 2. All working days shall be considered as time worked, the only exception being that there shall be one (1) 15-minute break within each four (4) scheduled hours for those employees working eight (8) hours per day with no loss of salary.

Subd. 3. The district agrees to pay the full cost for each physical examination at the district-designated clinic as required by the state. Physical examinations shall be handled in accordance with Article VIII, Section 1, Subd. 7. Employees may be requested by the school district to have an additional physical examination with the school-district-

appointed physician and at school district expense to insure the safety of the children being transported.

Subd. 4. The school district reserves the right to transfer personnel as emergencies may require.

Subd. 5. Work Assignments/Posting:

a. Assigned Work.

1. Initial Assignment of Work:

i. Driver positions for regular and special education to/from residence morning routes (A.M.) and evening routes (P.M.) will be assigned by the Director of Transportation. After initial assignments, routes will be filled in accordance with the language in b. below.

2. The following work will be posted for unit interest and qualifications, then assigned by the Director of Transportation:

i. Driver Trainers

ii. Driver Trainer Assistants

iii. Stand-by Drivers

iv. Mechanics

v. Special Ed/TCIY

vi. Student Management Trainer

3. Reduction in Hours from Previous Year: In the event a driver who has been employed for one full school year or more is assigned to a route that is a reduction of his/her previous year's route of more than sixty (60) minutes, the employee shall have the right to be assigned to a route of a less senior driver, with the same number of hours as the driver had the previous year, if available. The school district will select the route to be assigned.

b. Posted Work.

1. Work to be posted: All unit work not outlined in a. above including summer work and mid-days will be date stamped and posted with the estimated number of hours for two (2) working

days. (The posting needs to be posted by 10:00 a.m. to be counted as a full day.) Employees will bid for the work by signing the posting. On an annual basis, the district shall notify building administrators of times unit drivers are available for charters.

2. Award or Assignment of Posting: All posted work shall be awarded or assigned to the senior driver among those who signed the posting. When it is known that awarding the work to the senior driver will result in overtime, the district may award the work to the next senior driver. 2a. Special Ed Mid-days will first be given to Special Ed drivers by seniority. In the event there is Special Ed mid-day work still available, it will be awarded to qualified regular route drivers as stated above.
3. Special requirements or qualifications: If the posted work has particular requirements or special qualifications that the senior bidding employee does not meet, then the district shall award or assign the work to the next senior qualified employee provided the initial posting clearly states the special qualifications or restrictions, and the district provides an explanation to the employee and the Union steward prior to awarding or assigning the work.
4. If no qualified unit member selects the charter, the district may assign a non-unit person.
5. Limitation on Bidding: Drivers may be awarded no more than one route change per year for routes that are regularly recurring. Any driver accepting an award for a regularly recurring route assignment change must remain on this accepted route for a minimum of 90 school-calendar days before being eligible to sign for another regularly recurring route that becomes open.
6. Drivers awarded charters shall notify management no less than three days in advance of the charter date if the driver is dropping the charter. Failure to give notice of dropping the route shall cause the driver to be placed at the bottom of the seniority list for the purpose of bidding on charters during the same time frame for two school-year calendar months.
7. Charters shall first be awarded to the most senior driver that drives a regular AM and PM route and then, if needed, by seniority to those not driving a regular AM or PM route. Overtime provisions as provided above (2) shall apply.
8. Employees driving activity runs with more than thirty (30) minutes

and less than ninety (90) minutes between their last route and the start of the activity run, will be compensated for their time at the full rate of pay and assigned non-driving bargaining unit work.

- c. Whenever practical, overtime work/extra assignments shall be first offered to employees within the transportation unit prior to be offered to non-unit employees.

Subd. 6. All full-time employees shall be provided a duty-free lunch period of at least 30 minutes.

Subd. 7. Call-Back Pay: A mechanic called back to work for overtime shall be paid a minimum of two hours.

Subd. 8. License Requirements: All employees must possess a valid school bus driver's license.

Subd. 9. License Renewal: The district will reimburse drivers for relicensure each four years upon submission of an approved claim form with accompanying receipt.

Subd. 10. Starting Times and Shifts: Starting times and shift assignments shall be determined by the school district. Shifts and starting times may be changed during the year at the discretion of the school district with a two-week prior notice except for emergencies.

Subd. 11. Terms of Employment: Term of employment for bus drivers shall be only those days that school is in session.

Subd. 12. Driver Responsibilities: Each driver shall be responsible for care and maintenance of vehicles as determined by the Transportation Director.

Subd. 13. Emergency and Weather Related School Closing: (a) A minimum of one hour shall be paid to a driver reporting for work when school is closed due to an emergency or weather and sufficient time (60 minutes before bus is scheduled to leave bus garage) does not precede the announcement of the closing on the radio or from a telephone call; otherwise the employee's compensation shall be reduced accordingly. (b) If school is closed due to an emergency or weather, an employee shall be permitted to utilize personal leave time to receive compensation for all scheduled hours not otherwise compensated for under paragraph (a) or the employee may elect to not receive pay for these hours.

Section 2. Training Period:

Subd. 1. Ninety (90) School-Year Calendar Days- New Employees: Under the provisions of this Agreement, an employee shall serve a training period of ninety (90) school-year calendar days 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. During the training period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a trainee shall have the right to bring a grievance alleging a violation relating to any other provisions of this Agreement. For illustrative purposes, the following scenarios are non-exhaustive examples of the application of this subdivision's ninety (90) school-year calendar days of continuous service in the school district.

Example A: The employee's first day of service is September 1. Ninety school year calendar days of continuous service begins on September 1 and concludes on November 29 (the ninetieth school year calendar day).

Example B: An employee first day of service is May 1. The school year ends on May 31. The employee is credited with thirty-one (31) school year calendar days. The employee remains a school district employee during the summer but does not perform actual work during the summer. The employee resumes performing work for the school district on September 1, the first day of school that year. Upon completing fifty-nine (59) school year calendar days, the employee will have completed the training period (on October 29).

Subd. 2. Two (2) Calendar Months - Transferred Employees: Under the provisions of this Agreement, a transferred employee working a twelve-month schedule shall serve a training period of two (2) calendar months of continuous service in the school district. A transferred employee working a nine-month schedule shall serve a training period of two (2) school-year calendar months of continuous service in the school district. During this training period, the employer may return the employee to the employee's original position. The employee shall also have the right to transfer back to the original position during this training period. During this training period, the transferred employee shall have no recourse to the grievance procedure concerning the transferred employee being returned to the employee's original position. However, a transferred employee shall have the right to bring a grievance alleging a violation relating to any other provisions of the Agreement.

Subd. 3. Completion of Training Period: Employees having completed their training period shall be discharged for just cause which shall include, but not be limited to: stealing, intoxication or drinking intoxicating liquors on the job or on school premises, insubordination, failure to perform duties satisfactorily, inability to physically or mentally carry out responsibilities of the job assignment, improper conduct on or related to the job, falsification of time cards, unauthorized use of school property, careless or unprofessional or unsafe driving and tardiness in reporting to work.

Section 3. Tax-Sheltered Annuities:

Full-time employees shall be eligible to participate in a tax-sheltered annuity plan on an optional basis as established pursuant to Minnesota Statute 123.35, Subdivision 12, subject to limitations provided for in school district policy.

Section 4. Uniforms:

The school district shall provide laundered uniforms for each mechanic.

Section 5. Tuition Reimbursement:

The school district shall reimburse 50% of tuition and book expense for up to three credits per academic session not to exceed a total of nine credits in any one fiscal year for course work which pertains directly to the position. Reimbursement shall also be made for pre-approved, non-credit courses (that is, AVTI, Normandale, University of Minnesota, etc.). In order to be considered for reimbursement, all course work must be approved by the employee's supervisor and the Executive Director of Human Resources prior to taking the course work. Tuition reimbursement will occur after the employee has satisfactorily completed the course.

**ARTICLE X
HOLIDAYS AND VACATIONS**

Section 1. Holidays for Employees Working Less Than 2080 Hours/Year:

Full-time employees as defined by Article III, Section 4, shall receive the following paid holidays, provided the employee works the working day before and after that holiday, exclusive of an authorized absence as provided for in this Agreement: Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Presidents Day, and Memorial Day.

Section 2. Holidays for Employees Working 2080 Hours/Year:

Full-time employees working 2080 hours per year shall receive pro rata paid holidays, provided the employee works the working day before and after said holiday, exclusive of an authorized absence as provided for in this Agreement: July 4, Thanksgiving Day, day following Thanksgiving, December 25, January 1, Memorial Day, Labor Day, plus four floating holidays to be mutually agreed upon.

Section 3. Holidays:

The following provisions will be followed regarding the observance of holidays:

Subd. 1. Floating Holidays: Floating holidays are to be mutually agreed upon between each respective full-time transportation employee and the school district.

Subd. 2. Holiday Observance: Holidays falling on Sunday shall be observed on Monday, and holidays falling on Saturday shall be observed on Friday, providing school is closed on the alternate days. If school is held on a listed holiday, a substitute day shall be mutually agreed upon between the union steward and the school district or designee.

Subd. 3. Holidays During Vacations: Any observed holiday falling within the employee's vacation period shall not count as a vacation day.

Subd. 4. Holiday Overtime Pay: Work performed by an employee on any holiday which the employee is entitled to observe shall be compensated for at two times the regular rate of pay for the actual hours worked on the holiday except as provided in Subdivision 2 of this section. If the actual work performed on the holiday is equal to less hours than the employee is regularly scheduled, the employee will be paid straight time for the balance of the holiday hours.

Example 1: Employee is normally scheduled to work 6 hours. Employee drives a 4-hour charter on a holiday. The employee will be paid two times the regular rate of pay for the 4-hour charter (equaling 8 hours of pay) and 2 hours of straight time for the remaining two hours of the employee's regular work day, for a total of 10 hours of pay for the holiday.

Example 2: Employee is normally scheduled 6 hours and drives a 6-hour charter on a holiday. The employee will then be paid 6 hours at two times the regular rate of pay for a total of 12 hours of pay.

Subd. 5. Overtime Pay During Weeks with Holidays. Beginning July 1, 2007, employees who, due to a school district holiday as designated in Article X, Section 1 & Section 2, Holiday List (excluding floating holidays) are required to work a shortened week will receive overtime pay as set forth in paragraph three below.

This applies only to those weeks when employees work fewer than five days due to designated holidays that the employee is required to observe. This does not apply to weeks with floating holidays which the employee has elected to use as vacation.

In order to qualify for overtime pay, an employee's hours worked (not including holidays) must average 8 or more hours per day, i.e. if there are 4 scheduled work days in the week, an employee must work over 32 hours to receive overtime pay. Hours worked do not include paid leave of absence such as sick days, vacation days, or floating holidays but refers solely to weeks with paid holidays.

Section 4. Vacation:

Subd. 1. Eligibility: This section shall apply only to full-time employees employed 260 days per year. An employee must work five (5) hours or more every day to earn vacation, and vacation shall be computed on a pro rata basis.

Subd. 2. Earned Vacation: Employees shall be entitled to paid vacation as follows:

- | | | |
|----|--|---------|
| a. | After one year of consecutive employment: | 10 days |
| b. | After six years of consecutive employment: | 15 days |
| c. | After 11 years of consecutive employment: | 17 days |
| d. | After 15 years of consecutive employment: | 20 days |
| e. | After 17 years of consecutive employment: | 22 days |
| f. | After 20 years of consecutive employment: | 25 days |
| g. | After 28 years of consecutive employment: | 28 days |

Subd. 3. Application:

- a. Vacation anniversary date shall be the employee's employment date. Vacation shall be posted in the leave system at the beginning of each fiscal year, but it is actually available as it is earned. Employees who begin employment after the beginning of a fiscal year will accrue pro rata vacation through the end of that fiscal year.
- b. One week of earned vacation may be taken after completing six months of employment. However, new employees terminating employment prior to completion of twelve months of employment shall receive no vacation benefits.
- c. An employee who resigns and who has completed at least one year of service shall be entitled to receive the pro rata pay for unused vacation time, provided such employee provides the school district with at least two weeks' advance notice of his/her resignation date.
- d. Employees shall submit vacation preferences to the Transportation Director by May 1. Whenever possible, each employee will be granted a vacation of the employee's preference; however, since the schedule has to be drawn in such a way that work can be carried on, some adjustment may need to be made, with such adjustment being in favor of the senior employee.

- e. An employee may carry over a maximum of ten (10) days of accrued vacation time for one (1) year.

**ARTICLE XI
TAX-SHELTERED ANNUITY-MATCHING PROGRAM – 403(b)**

Section 1. Eligibility.

Full-time employees as defined in Article III, Section 4, who have completed one year of service in the district, shall be eligible to participate in the tax-sheltered annuity-matching program. Employees new to the district shall be eligible to participate in the fiscal year following the completion of one year of service.

Subd. 1. Eligible employees may elect to participate in this program for any following year if they have made a determination during the open enrollment period as defined by the district.

Subd. 2. This tax-sheltered annuity-matching program will provide a dollar-for-dollar match of an eligible employee's tax-sheltered annuity based on a percentage contribution of up to 2.25% of the employee's total annualized hourly pay as of September 1 of each year. Effective July 1, 2018, the employee's annualized hourly pay shall be calculated as of October 15 of each year. Any salary earned above and beyond base salary does not apply to the matching program.

Subd. 3. Employees may defer additional unmatched amounts of their compensation to the 403(b) program or in any other TSA of their choosing as is permissible by law. Employees are advised to seek advice from a qualified tax advisor or financial planner to ensure they meet permissible guidelines.

Subd. 4. Maximum District Contribution: The maximum contribution to an employee's tax-sheltered annuity shall be \$25,000.

Subd. 5. The salary reduction program (403(b) tax-sheltered annuity program) shall be administered on an evenly distributed formula over each pay period.

Subd. 6. The employee may select any qualified company pre-approved by the State of Minnesota and also approved by the school district.

Subd. 7. The provisions of this section shall be administered in accordance with the district policy for TSA's.

Subd. 8. The parties agree that any description of benefits contained in this Article is intended to be informational only, and the management of contributed funds is the responsibility of the company selected by the employee. It is further understood that the

school district's only obligation is to make contributions as specified in this Article and that no other claim shall be made against the school district pursuant to this Article.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. Grievance Definition:

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Representative:

The employee, administrator or school district may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extensions: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by State Law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday or Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the time period.

Section 4. Time Limitations and Waiver:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Transportation Director setting forth the facts and the specific provisions of the agreement allegedly violated and the particular relief sought within seven (7) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the Transportation Director.

Section 5. Adjustment of Grievance:

The parties shall attempt to adjust all grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the Transportation Director shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Executive Director of Business Services, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Executive Director of Business Services, the director or designee shall set a time to meet regarding the grievance within five (5) days after receipt of the appeal. Within three (3) days after the meeting, the Executive Director of Business Services or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent or designee, he/she shall meet regarding the grievance within five (5) days after receipt of the appeal. Within three (3) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Section 6. School Board Review:

The school board reserves the right to review any decision issued under Level I, II or III of this procedure provided the school board or its representative notify the parties of its intention to review within ten (10) days after a decision in Level I, II or III has been rendered. In the event the school board reviews a grievance under this section, the school board reserves the right to affirm, reverse or modify such decision and, at the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level and report its findings and recommendations to the school board. The school district shall then render its decision within thirteen (13) days after its notification of intent to review.

Section 7. Denial of Grievance:

Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Section 8. Arbitration Procedures:

In the event the employee and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request.: A request to submit a grievance to arbitration must be in writing, signed by the aggrieved party, and such request must be filed in the office of the Superintendent within three (3) days following the decision in Level III or within three (3) days after the decision of the school board if the school board reviews a decision pursuant to Section 6 of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the prior submission of a grievance under the terms of this procedure, the parties shall within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator pursuant to Minnesota Statute 179.90, Subdivision 4, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall, within not less than five (5) days before the hearing, forward to the arbitrator with a copy to the school board, the submission of the grievance which shall include the following:
 1. The issues involved.
 2. Statement of the facts.
 3. Position of the grievant.
 4. The written documents relating to Section 5 of the grievance procedure.
- b. The school board may make a similar submission of information relating to the grievance, either before or at the time of the hearing, with a copy to the appealing party.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they choose and designate; and the parties shall have the right to a hearing at which time both parties will have the

opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording (if requested by both parties), and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering the copy of the transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, the selection, direction and number of personnel. In considering any issue in dispute in its order, the arbitrator shall give due consideration to the statutory rights and obligations of the public school board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

Section 9. Grievance Form B:

A form which must be used for filing of grievance provided herein as Schedule B shall be provided by the school district. Such forms shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waiver:

A party instituting any action, proceeding or complaint in a Federal or State Court of Law, or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance pursuant to this article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

Section 11. Discipline – Letters of Reprimand:

Effective July 1, 2009, letters of reprimand involving minor disciplinary actions that do not impact the general health, safety and welfare of students and other employees that are without follow-up or reoccurrence shall be removed from the employee's file after a period of twenty-four (24) months. Employees shall be notified of letters or memos that are added to their files. Letters of reprimand to be retained in the personnel file shall include but not be limited to the following activities: stealing, intoxication or drinking intoxicating liquors on the job or on school premises, willful insubordination, improper conduct on or related to the job, falsification of timecards, unauthorized use of school property, and careless, unprofessional, or unsafe driving on district property or in district vehicles.

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

**SCHOOL SERVICE
EMPLOYEES LOCAL 284**

**EDEN PRAIRIE
INDEPENDENT SCHOOL
DISTRICT NO. 272**

Local 284 Union Representative

School Board Negotiations Member

Steward

Executive Director of Human Resources

Date Ratified by School Board: August 23, 2021

SCHEDULE A

JOB TITLE	2021-22	2022-23
Bus Driver / Training Period	22.07	22.68
Bus Driver / Regular Rate	22.68	23.30
Standby / Training Period	22.99	23.62
Standby Driver	23.68	24.30
Driver Trainer	23.68	24.30
<p>All pay is based on actual hours employed with a guaranteed minimum of 1 1/2 hours pay for a single continuous period of employment during a work day. If a special education route is temporarily canceled, the special education driver shall be guaranteed his/her regularly scheduled hours. Special education drivers whose route is temporarily canceled shall work in an assignment determined by the Director of Transportation. Employees being paid as a result of the guaranteed minimum may be requested/required to perform other services during the guaranteed minimum period of 1 1/2 hours, with such services being exemplified, but not limited to, the following: bus driving, sports runs, child pick-ups, part runs, etc. For example, if a driver worked 2 1/2 hours (7:00 a.m. to 9:30 a.m.) in the morning, one hour at midday (11:00 a.m. to 12 noon), and 2 1/2 hours at night (2:00 p.m. to 4:30 p.m.) the driver would be paid for actual time worked for the morning and afternoon but would be paid a minimum of 1 1/2 hours for the midday work. This principle shall apply to early dismissal, summer school, kindergarten routes and special trips except that for special trips that require sleeping overnight "hours employed" shall be synonymous with "driving time", and if the trip is for more than two days in duration, any intervening days shall be paid at the rate of eight "hours employed" in addition to having lodging paid for by the school district with such lodging being defined in the posting of the special trip.</p>		

Longevity:

Employees who have completed the following years of service to the district shall receive additional hourly compensation as follows:

- After 5 years of continuous service: \$ 0.60 per hour
- After 10 years of continuous service: \$ 0.70 per hour
- After 15 years of continuous service: \$ 0.85 per hour
- Mechanics only, after 20 years of continuous service: \$ 1.00 per hour

JOB TITLE	2021-22	2022-23
Mechanic / training period	30.07	30.90
Mechanic	30.61	31.45

Mechanics' Tool/Steel-Toed Boots Allowance:

Each full-time mechanic shall be provided an allowance of \$950 towards tools and/or steel-toed boots. Each preventive maintenance mechanic shall receive a tool allowance of \$275.

ASE Certification:

Effective January 1, 2003, any mechanic who holds basic ASE Certification shall receive an additional \$1.00 per hour for all hours the mechanic works. Effective June 30, 2003, in addition to the above certification, any mechanic who has passed the Master ASE certification shall receive an additional \$2.00 per hour (total) for all hours the employee works.

CPR/First Aid Instructor Certification:

Any employee who holds either a current Red Cross CPR Instructor certification or a current Red Cross First Aid Instructor certification shall receive an additional \$1.00 per hour for all the time the employee works performing the listed trainings or attending classes to obtain or retain instructor certification. All training or class attendance must be at the school district's request.

Lead Mechanic Stipend:

Additional \$2.00 per hour to be paid to the Lead Mechanic.

**SCHEDULE B
GRIEVANCE REPORT FORM**

**INDEPENDENT SCHOOL DISTRICT 272
EDEN PRAIRIE, MINNESOTA**

EMPLOYEE NAME

BUILDING

DATE GRIEVANCE OCCURRED

STATEMENT OF FACTS:

SPECIFIC PROVISIONS OF AGREEMENT ALLEGEDLY VIOLATED:

PARTICULAR RELIEF SOUGHT:

DATE

SIGNATURE OF GRIEVANT

Copies to: Superintendent
Executive Director of Business Services
Executive Director of Human Resources
Transportation Director
Exclusive Representative



APPENDIX A:

Application of Use of Personal Sick for Family

WHAT IS REQUIRED?

An employer that allows an employee to request leave for their own injury or illness must also allow the employee to request leave:

- To care for an ill or injured minor child, adult child, spouse, sibling, parent, mother in law, father in law, grandchild, grandparent or stepparent in the same manner the employer would allow an employee to use the leave for themselves.

WHO IS COVERED?

- Employees who have worked for the employer for at least 12 months
- Employees who worked at least half time during those twelve months (minimum of 20 hours weekly)
- Employers that have 21 or more employees at one site and
- Employers who offer personal sick leave benefits for absence from work due to an employee's illness or injury.

LIMITING TIME OFF

Employees can use up to 20 personal sick days for injury or illness for family listed above; physician documentation is required in order to authorize use of this time.

<https://www.revisor.mn.gov/statutes/?id=181.9413>

The union has agreed that the contents of this letter are neither grievable nor arbitrable.