

AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT 196

and

SCHOOL SERVICE EMPLOYEES
SEIU LOCAL 284

Bus Driver, Chaperone and Crossing Guard Employees

Effective July 1, 2023 - June 30, 2025

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ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 196, Rosemount, Minnesota (hereinafter referred to as the School Board or School District) and the School Service Employees, SEIU Local 284 (hereinafter referred to as the Exclusive Representative) 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.) to provide the terms and conditions of employment for school bus driver, chaperone and crossing guard employees during the duration of this Agreement.

ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971, as amended, the School Board recognizes the School Service Employees, SEIU Local 284, as the Exclusive Representative for school bus driver, chaperone and crossing guard employees employed by the School Board of Independent School District No. 196, which Exclusive Representative shall have those rights and duties as prescribed by the P.E.L.R.A of 1971, as amended, and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The Exclusive Representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A of 1971, as amended, and in certification by the Director of Mediation Services, if any.

ARTICLE III

DEFINITIONS AND RIGHTS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation thereof, including fringe benefits, except retirement contributions or benefits, and the School Board's personnel policies affecting the working conditions of the employees.

Section 2. Description of Appropriate Unit: For purpose of this Agreement, the appropriate unit shall mean all persons employed by the School Board in the following classification: all school bus drivers, chaperone and crossing guard employees, but excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week, or 35% of the normal work week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 3. Definition:

Subd. 1. Any reference to the School Board or School District in this Agreement shall mean the School Board or its designated officials or representatives.

Subd. 2. Emergency Employees: Emergency employees are employed for emergency work caused by natural disaster.

Section 4. Request for Payroll Deduction: Employees have the right to request and be allowed payroll deduction for the exclusive representative and for the political fund associated with the exclusive representative and registered pursuant to Minn. Stat. 10A.12. The School District will commence deductions within thirty days of receiving notice from the exclusive representative of the authorized deduction(s). The School District will remit deductions to the exclusive representative within thirty days of the deduction.

The notice will include certification from the exclusive representative that the exclusive representative has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The School District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the School District receives notice from the exclusive representative that an employee has changed or cancelled their authorization in writing in accordance with the terms of the original authorizing document, and the School District must rely on information from the exclusive representative regarding whether the deductions have been properly changed or canceled.

The exclusive representative will indemnify the School District, including any reasonable attorney fees and litigation costs, for any successful claims made by an employee for unauthorized deductions made in reliance upon certification or information received from the exclusive representative.

All exclusive representative related deductions shall be deducted from the employee's paychecks in 19 equal installments over the course of a school year. These deductions shall coincide with group insurance deductions. Such dues shall be remitted to the exclusive representative monthly.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

Section 6. The District shall notify the Union in writing within five (5) working days after a new employee starts a bid route. The District will provide data to the Union on bargaining unit employees in accordance with Minnesota Statutes 13.43 and 179A.07.

ARTICLE IV

SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Exclusive Representative 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 District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

Section 2. Management Responsibilities: The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the School District within its legal limitation 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 parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders issued by properly designated officials of the School District, insofar as such rules, regulations, directives and orders are not inconsistent with the items of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State.

ARTICLE V

EMPLOYEE RIGHTS

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

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations.

Section 3. Work Stoppage: All stewards or any other members of the organization shall adhere to all provisions of P.E.L.R.A. of 1971, as amended.

Section 4. Union Business

Subd.1. The School District shall not deduct the pay of elected officers or appointed representatives involved in/or conducting Union business up to twenty (20) days per calendar year. However, these days shall not be used for negotiation, mediation or contract arbitration of any kind or anything related thereto. Any days used will be charged to the Union at the hourly rate for the substitute, if any, required to perform the duties of the employee conducting Union business.

Each subsequent day used for Union business each year should be billed to the union at the full daily pay rate of the absent employees for each day of absence. These days are to be requested and authorized by the Union.

Subd. 2. The School District shall not deduct the pay of Union members for negotiation, mediation or arbitration of any kind or anything related thereto. Any days used will be charged to the Union at the hourly rate of pay for each individual. These days are to be requested and authorized by the Union.

Subd. 3. The Union will notify the Transportation Coordinator at least five (5) calendar days in advance. The School District may limit the total number of employees released on any one day to a maximum of four (4).

Subd. 4. The District will allow the Union to communicate with bargaining unit members using their employer-issued email addresses regarding collective bargaining, the administration of the collective bargaining agreement, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, consistent with the District's generally applicable technology use policies.

Subd. 5. The District will allow the Union to meet with bargaining unit members in District facilities regarding collective bargaining, the administration of the collective bargaining agreement, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, provided such use does not interfere with the District's business operations and the Union complies with worksite security protocols established by the District. Meetings conducted in government buildings pursuant to this paragraph must not be for the purpose of supporting or opposing any candidate for partisan political office or for the purpose of distributing literature or information regarding partisan elections. If the Union conducts a meeting in a School District building or facility pursuant to this subdivision, it may be charged for maintenance, security, and other costs related to the use of the District building or facility that would not otherwise be incurred by the District.

Section 5. Union Orientation. The School District will allow the exclusive representative's designee to meet with newly hired employees in a manner consistent with the requirements and limitations pursuant to PELRA, MN Statutes 179A.

ARTICLE VI

PROBATION AND DISCIPLINE

Section 1. Discipline, Discharge and Probationary Period:

Subd. 1. Probationary Period: An employee shall serve a probationary period of 60 days worked during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline or reassign such employee; and during this probationary period the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated. An employee who has completed the probationary period may be disciplined or discharged only for cause. An employee who has completed the probationary period and who is disciplined by an oral reprimand, written reprimand, paid or unpaid suspension or discharged, shall have access to the grievance procedure.

Subd. 2. Probationary Period: Change of Classification: In addition to the initial probationary period, an employee transferred or promoted to a different classification shall serve a new probationary period of 40 days worked in any such new classification. During this 40-day probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification. In addition, during the same 40 days worked probationary period, the transferred employee may choose to return to his/her former classification.

ARTICLE VII

GENERAL WORK REQUIREMENTS

Section 1. An employee shall arrive at the District Transportation Department in sufficient time to properly check his/her bus and start the route.

Section 2. The School District has the right to reassign drivers, chaperones or crossing guards. Such reassignments will only be made after discussion with the driver(s), chaperone(s) or crossing guard(s) involved and the Transportation coordinator. It is the School District's intent to minimize the impact of reassignment whenever feasible to maintain the employee's benefit eligibility and similar total bid hours. Unless otherwise stipulated in a disciplinary action, a reassignment will not count as a route bid per Article XIII. Section 8. The Union will be notified of all such reassignments.

Section 3. The School District reserves the right to assign or reassign equipment to routes in accordance with the following subdivisions.

Subd. 1. Seniority will prevail at all times.

Subd. 2. Transportation Department will supply a list of all buses available for bidding. This list shall include bus number, capacity, chassis make, (i.e. International or Ford), body make (i.e. Blue Bird, AMTRAN, etc.), type of engine (i.e. diesel or gas) and year purchased.

Subd. 3. Only regular/full size buses will be bid. Special Education buses will be assigned to particular routes. Drivers planning to bid Special Education routes will bid a regular bus. Drivers with less seniority may bid this regular bus for regular routes; however, if there are no other buses available

for use, the senior driver will use this regular bus for charters, noon-time routes, activity routes or any time that does not interfere with AM or PM regular routes until their August bid day and time of the second consecutive school year following the driver's initial bid of a special education route. This information shall be attached to list of available buses to prevent confusion.

Subd. 4. For drivers planning to bid an AM or PM route only, the senior driver will bid the bus. The less senior driver will accept the bus that goes with a particular route.

Subd. 5. It is the intent of this bus bidding procedure that a driver select a particular bus and then stay with this bus until this bus is traded or replaced. Bid bus may be changed due to conditions of the vehicle such as rust, mileage, age and/or physical condition.

Subd. 6. Once buses are bid and assigned to a particular route at the beginning of the school year, the bus will remain with this route for the entire school year. Drivers wishing to bid open routes during the school year will have the option of keeping their original bus bid or changing to the bus currently assigned to the route.

Subd. 7. The provisions of Article VII, Section 3 are subject to the provisions of Article XIII, Sections 5, 6, 7 and 8.

Section 4. The School District reserves the right to determine bus routes and time factors involved in establishing and maintaining such routes. Chaperones required to commence their route at a location other than the base location will be paid the bid hours for the chaperone route or the minimum provided in Article IX, Section 2, Subd. 3, whichever is greater.

Section 5. The School District reserves the right to make changes in bus routes and the time factors involved in such routes during the course of the school year. The School District will give employees a minimum of five (5) work days notification before the cancellation or reduction of a route and the termination of payment for a route or routes. Reduction means the loss of twenty (20) minutes or more on a regular bid route.

Subd. 1. In the event that the cancellation or reduction of a route would result in the loss of benefits eligibility for an employee, the School District will give the employee a minimum of ten (10) work days notification before the cancellation or reduction of a route and the termination of payment for a route or routes.

Section 6.

Subd. 1. A substitute driver will be used and hired as needed by the School District. A substitute driver may be hired to drive a regular route of a school bus driver in the event said school bus driver is not available to drive his/her regular route at any particular time.

Subd. 1a. A substitute chaperone or crossing guard will be used and hired as needed by the School District, when a regular chaperone or crossing guard is not available to perform his/her duty at any particular time.

Subd. 2. Substitute drivers shall be drawn from the pool of substitute drivers to the extent that a pool of drivers is available to the School District.

Subd. 2a. Substitute chaperones or crossing guards shall be drawn from the pool of substitute chaperones or crossing guards to the extent that a pool of chaperones or crossing guards are available to the School District.

Section 7. In the event of an absence, each driver, chaperone or crossing guard is expected to notify his/her supervisor as soon as possible after it is known that he/she will not be able to appear for work and at least one hour prior to the route departure or time of crossing.

Section 8. Each driver, chaperone or crossing guard shall be required to perform work assigned and the duties designated by the School District, its designated representative or the driver's, chaperone's or crossing guard's supervisor as covered by this agreement.

Section 9. All drivers, chaperones or crossing guards will be required to work the number of hours necessary to complete their assigned routes and other duties necessary, designated or assigned before and after each route or extra trip.

Section 10. All employees will be allowed adequate time within each consecutive four-hour period of work to utilize a restroom.

Section 11. Each driver is responsible for driving his /her regularly bid or assigned routes including activity runs or charters. Each chaperone or crossing guard is responsible for performing his/her regular duties or assigned routes.

Section 12. All drivers must possess a valid school bus driver's license.

Section 13. Definitions:

Subd. 1. Regular Route: Is a daily morning (A.M.) or afternoon (P.M.) route consisting of one or more loads of passengers on a regular schedule basis.

Subd. 2. Regular Driver: Is a bus driver who is assigned a regular daily morning (A.M.) or afternoon (P.M.) route.

Subd. 3. Regular Chaperone: Is a chaperone who is assigned a regular daily morning (A.M.) or afternoon (P.M.) route. The chaperones shall learn the routes which they ride and they shall give instructions and route information to new and substitute drivers on those routes.

Subd. 4. Regular Crossing Guard: Is a crossing guard who is assigned a regular daily morning (A.M.) or afternoon (P.M.) crossing duty.

Subd. 5. Standby Driver/Chaperone: Is considered a regular driver/chaperone who is on duty to take any route not covered by a regular route driver/chaperone or to perform any other work assigned. Seniority rights shall be granted to standby drivers/chaperones. Qualifications and seniority will be considered in filling standby driver/chaperone positions with the most senior bidder to be selected if qualifications are equal, and specific tasks assigned to this classification shall not be subject to any other bidding or seniority provisions.

Subd. 6. Special Education Drivers: Shall be considered a regular driver who has requested, and been selected by the Transportation Coordinator to transport students with disabilities to and from school. Such driver must have the ability to assist students on and off the bus as well as give special care while in transportation. The Director of Special Education or designee will determine the need for and assignment of a chaperone to special education buses.

Subd. 7. Special Education Chaperone: Shall be considered the senior qualified chaperone who has requested, and been selected by the Transportation Coordinator to assist in the transportation of students with disabilities to and from school. Such chaperones must have the ability to assist students on and off the bus as well as give special care while in transportation.

Subd. 8. Substitute Driver, Chaperone or Crossing Guard: Is any driver, chaperone or crossing guard who may be called in to work when additional work is available.

ARTICLE VIII

ACCIDENT REPORTS

Section 1. Each school bus driver is required to fully complete an accident report for each injury or accident involving his/her bus and/or passengers on forms provided by the School District. Such forms must be filled out and turned in to the driver's supervisor within 24 hours of the accident or the next working day.

Section 2. A vehicular accident is defined as any incident involving a transportation department vehicle that results in death, injury, or property damage. Who was injured, what property was damaged or to what extent, is not a factor.

Section 3. Failure to report a vehicular accident and/or making a fraudulent report: The Transportation Coordinator and Safety Specialist shall review all circumstances surrounding a failure to report, and if they determine that an employee willfully failed to report an accident and/or made a fraudulent report, disciplinary action may ensue.

Section 4. In the event that a driver is involved in an accident which has been deemed serious by the Transportation Coordinator and Safety Specialist, a letter will be placed in that driver's personnel file. The letter will outline the corrective actions to be taken, including possible disciplinary measures or remedial driver training.

ARTICLE IX

RATES OF PAY

Section 1. Effective Date: The wages and salaries reflected herein shall be effective only for the 2023-2024 and 2024-2025 school years and shall be effective July 1, 2023. Increments in Section 2, will not be granted in the 2025-2026 school year until a successor Agreement is negotiated.

Section 2. Basic Rates of Pay:

Subd. 1. School Bus Drivers: Except as provided in Subd. 5 of this section, driver employees shall be paid for actual time or hours worked as follows:

<u>Year/Step</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
1	\$23.39	\$24.15
2	\$24.19	\$24.95
3	\$25.77	\$26.53

Employees who are assigned as standby drivers shall receive \$2.00 per hour more than the rate applicable under this Subd.

Subd. 2. Chaperones/Crossing Guards: Chaperone and crossing guard employees shall be paid for actual time or hours worked as follows:

<u>Year/Step</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>
1	\$18.64	\$19.40
2	\$19.17	\$19.93
3	\$20.31	\$21.07

Employees who are assigned as standby chaperones shall receive \$.75 per hour more than the rate applicable under this Subd.

Subd. 3. Hourly Minimums: The following hourly minimums shall apply:

- | | | | |
|-----|--------------------|-------------------------|-------------|
| (1) | Drivers/Chaperones | A.M. | - 2 hours |
| | | Noon | - 1.5 hours |
| | | P.M. | - 2 hours |
| | | Summer School Pickup | - 2 hours |
| | | Summer School Take Home | - 2 hours |
| (2) | Crossing Guards | | - 1 hour |
| (3) | Activity Runs | | - 1 hour |
| (4) | Charters | | - 2 hours |

Subd. 4. Initial Placement on Salary Schedule: Employees will be placed on step 1 of the salary schedule when hired; however, the School Board or its designee at its sole discretion may give credit for previous related, recent experience of 3 years or more, not to exceed placement on the second step.

Employees who have previously worked in the unit may upon rehire be placed as high as step 3 of the wage scale based on prior experience in the district at the sole discretion of the School Board or its designee. Employees may not upon rehire be placed at a higher step than they were on when they last ended employment with the district, unless they were last employed on step 1 but could be placed on step 2 per the first sentence of this subdivision.

The hire date within the transportation department will not be considered the employee’s seniority date as defined in Article XIII.

Subd. 5. Movement on Salary Schedule: All step movements will be effective on July 1 of each year. Employees for whom their most recent date of hire within the transportation department is July 1 through December 31 will be eligible for step movement on the following July 1. Employees with a hire date of January 1 through June 30 will not be eligible for step movement until the July 1 of the year following the year they were hired. After this first step movement, employees will be eligible for step movement effective every July 1.

Subd. 6. Charters: Charter drivers shall be paid according to the following schedule:

Driver Step 1 pay for each hour

Chaperone incentive pay charter: If a chaperone is on board a bus that performs an incentive pay charter during their regular bid hours, that chaperone will be paid at the chaperone step 1 pay for one hour in addition to their regular route pay unless that chaperone is able to be dropped off before the charter and picked up after the charter at a bus garage location while maintaining the route schedule.

Subd. 7. State Required Physical: Drivers with one or more years of driving experience in the School District will be fully reimbursed for their required DOT physical examination, if taken at a clinic designated by the School District. Otherwise, drivers with one year or more driving experience in the School District will receive reimbursement of their out-of-pocket expense (after insurance coverage/discount, if any) up to a maximum of \$87.00 from the District upon proof of completion of their required DOT physical examination and proof of their out-of-pocket expense. Drivers with one or more years of driving experience in the School District will receive one hour of pay, at their regular rate of pay, for their required physical exam up to once every year after providing the department with a copy of their DOT medical certificate.

Subd. 8. Fee for Service Transportation Program: Employees who have children or other dependents living in their household enrolled as students in District 196, but live in the walking area of their designated attendance school, will receive free busing under the fee for service transportation requirements, so long as the district offers the fee for service transportation program.

Subd. 9. School Conferences and Training Meetings: In the event that a bus driver, chaperone or crossing guard is required to work on school conference days, workshop days, staff days, activity days, energy days, inservice days, break days as designated by the School District, drivers, chaperones and crossing guards will be paid in accordance with Article IX, Section 2, Subd. 1 and 2 for actual hours worked or for the minimum hours provided in Article IX, Section 2, Subd. 3 if all or part of the route is driven.

Subd. 10. Breakdown/Delays: In the event that a bus driver is required by the Transportation Coordinator to accompany his/her bus for a period of time beyond the normal time allocation for his/her run due to a breakdown, equipment failure or delay, the driver will be paid at the hourly rate set forth in Article IX, Section 2, Subd. 1 or in the case of charters at the rate set forth in Article IX, Section 2, Subd.5.

Subd. 11. Longevity: Employees who have completed the following years of service based on their longevity date in the bargaining unit shall receive a longevity payment as shown in the table below in addition to the basic wage rate set forth in Article IX, Section 2, Subd. 1 and 2.

Effective July 1, 2023, July 1 of each year shall be the common longevity date for all bargaining unit employees. The year for the employee’s July 1 longevity date is determined as follows:

- o Employees hired prior to July 1, 2023 will have a longevity date of July 1 of the beginning of the fiscal year of their hire date in the bargaining unit.
- o Employees hired on or after July 1, 2023 will have a longevity date of July 1 of the calendar year in which they are hired.

Completed years of service	July 1, 2023
7	1.00
10	2.88
14	3.17
20	3.44

Section 3. Overtime Pay: For hours worked in any week in excess of forty (40) hours, the employee shall be paid at the rate of one and one-half (1 1/2) times his/her regular rate of pay. Effective July 1, 2022, hours paid as bid routes (excluding incentive pay charters), personal leave and sick leave will be included as hours worked for purposes of calculating overtime pay.

Section 4. School Closing/Late School Start/Early School Release/E-Learning Days: Employees shall receive pay for their regular bid routes for any emergency school closing or e-learning days due to inclement weather, power outages, etc. If the school day is subsequently rescheduled and made up, employees will perform their regular assignments without additional compensation. Employees shall receive pay for their regular bid routes and will adjust their regular bid route hours according to the announced starting time on delayed school opening days. Employees who have a regular bid route start time within one-half hour of the announcement to delay school and who arrive at work for their regular bid route scheduled time will be paid one hour. If schools are closed early by the Superintendent of Schools as a result of inclement weather or any other reason employees will adjust their regular route hours according to the early release schedule and will receive pay for the remainder of their regular routes.

Section 5. Emergency Call In: An employee who is called in to perform duties for an unscheduled immediate need and reports at a time for which the employee is not otherwise compensated by the School District, and who is released from that assignment prior to working one and one-half hours, shall be paid a minimum of one and one-half hour’s pay at the employee’s regular rate.

ARTICLE X

GROUP INSURANCE

Section 1. Health and Hospital Insurance: Full time drivers, chaperones and crossing guards who are on paid duty twenty-three (23) hours or more per week on regular routes (excluding charters) shall be provided the opportunity to participate in the school district sponsored health and hospitalization insurance plan.

The School Board shall contribute up to the amount listed below per month toward the premium for eligible participants as defined in Section 1 of this Article, who elect and are enrolled in the health plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Coverage	July 1, 2023	July 1, 2024
Single	\$747	\$784
Employee Plus One Dependent	\$1,661	\$1,744
Family	\$2,201	\$2,311

Subd. 1. Spousal Coverage: The School Board shall contribute up to the equivalent of the full family premium towards the premium for one family coverage for two bus driver or chaperone employees employed by the District with one or more dependents (other than spouse) who both qualify for and are enrolled in only one family coverage under the District’s group health and hospitalization insurance plan.

Subd. 2. HRA/VEBA: For active drivers, chaperones and crossing guards participating in the high deductible health plan option, the district shall contribute to an HRA/VEBA account for the employee an amount representing the difference between the premium (individual, employee plus one dependent or employee plus dependents, whichever the employee is enrolled in) for the high deductible plan, and the district contribution toward insurance as provided in Article X, Section 1. This provision shall be in effect so long as the District offers a high deductible plan and the contributions listed in Article X, Section 1, exceed the cost of the high deductible plan premium by at least \$10 per month.

Section 2. Term Life Insurance: The School Board will provide \$50,000 term life insurance coverage for each regular employee who is on paid duty twenty-three (23) hours or more per week on regular bid routes (excluding charters) subject to the coverage age-reduction limitation of the insurance carrier contract.

All newly eligible employees must complete an enrollment form to receive the coverage provided by this benefit plan.

Section 3. Long Term Disability Insurance: Full time drivers, chaperones and crossing guards who are on paid duty twenty-three (23) hours or more per week on regular bid routes (excluding charters) are eligible for long-term disability insurance. All employees eligible for this long-term disability plan and all future eligible employees shall be enrolled in and shall pay the full premium for this coverage by payroll deduction.

Section 4. Selection: The selection of the insurance carrier and policy shall be made by the School Board.

Section 5. Duration of Insurance Contribution: An employee is eligible for School Board contributions as provided in this article as long as the employee is employed in paid status by the School Board. As an exception, an employee who is receiving workers' compensation disability income benefits resulting from injury or illness incurred as an employee of the School District shall be considered in paid status for purposes of this provision. Upon termination of employment, all School Board participation and contributions shall cease, effective on the last working day.

Employees who work through the last day of the school year shall be eligible for continued School District contributions for July and August, provided they pay their portion for such coverage and they qualify for and are enrolled in the District's health insurance.

Subd. 1. Extension of Health/Hospitalization Insurance for Retirees: Any employee who is a participant in the School District's health and hospitalization insurance plan as described in Article X, Section 1, and who retires following fifteen (15) years of employment in the School District and 55 years of age or older may extend his/her insurance coverage by converting one-third (1/3) of the cash value of his/her unused sick hours, up to a maximum of 1,040 hours, at the time of retirement (based on the employee's hour rate of pay at the time of retirement) and applying it towards the insurance premiums until the cash value is exhausted. The School District shall deposit the total amount of the cash in the employee's name in the Post-Retirement Health Care Savings Plan administered by the Minnesota State Retirement System.

Section 6. Claims Against the School District: It is 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.

ARTICLE XI

LEAVE OF ABSENCE

Section 1. Unpaid Leave of Absence: A leave of absence of two (2) days or less may be granted by the immediate supervisor. Leaves of absence over two (2) days, but not to exceed twelve (12) months, may be granted upon the approval and discretion of the Superintendent of Schools or his/her designee. In all cases, the beginning date and the return date of the leave of absence must be approved by and determined at the discretion of the Superintendent of Schools or his/her designee. All leaves of absence are to be granted without pay. The employee shall be returned to his/ her former classification and the employee shall not lose his/her seniority rights.

Subd. 1. A standard form shall be provided by the School District entitled "Leave of Absence". Any employee desiring a leave of absence shall fill out said form. Any driver, chaperone, or crossing guard who receives a leave of absence must return at the beginning of the next school term or upon the expiration date of leave of absence, or will forfeit his/her seniority.

Subd. 2. The Administration may require a doctor's statement of illness for absences of any duration, if the employee is so notified by the School District.

Section 2. Bereavement: In the event of the death of a member of the immediate family of the employee, which shall be limited to the spouse, children, step children, brother, sister, sister-in-law, brother-in-law, parents, father-in-law, mother-in-law, step parents, grandparents or grandchildren, leave with pay will be granted up to three days per occurrence. Leave with pay of 1 day per occurrence will be granted for death of someone other than an immediate family member defined above. Such leave is non-accumulative. An employee may request additional days and to use sick leave for those additional days. Additional days with or without pay may be granted at the discretion of the coordinator of Human Resources. If pay is provided for the additional days, the days shall be deducted from accrued sick leave.

Section 3. Sick Leave:

Subd. 1. An employee assigned a schedule of twenty-three (23) hours or more per week of paid duty on regular bid routes for at least thirty (30) weeks during the preceding year will be credited the first student contact day with sick leave hours per the chart below. Employees will be allowed to use sick leave earned but not yet credited per the chart below on or after July 1 for absences from bid routes of four (4) or more days in duration as permitted in this section. Any

leave advanced to the employee during the previous year will be deducted from the amount they are given under this subdivision.

Regular Route Hours (for at least 30 weeks of prior year)	Sick Leave Credited (less any sick leave advance in prior year)
23 to 29.99 hours/week	40 hours
30 to 35 hours/week	70 hours
More than 35 hours/week	80 hours

Effective September 1, 2023 the following replaces the above subdivision 1:

Subd. 1. An employee with a regular bid route(s) totaling twenty-three (23) hours or more per week will be credited with sick leave prospectively for the school year as follows:

Subd. 1a. employees will be credited with 8 hours of sick leave on September 1 or the first student contact day of the school year, whichever occurs later.

Employees will be credited with sick leave by October 15 per the chart below, based on their regular bid route(s) hours as of October 1, less any hours already credited in September.

Employees hired after the first student contact day will be allocated prorated sick leave based on the number of days remaining in the school year.

Regular Route Hours	Sick Leave Credited
23 to 29.99 hours/week	48 hours
30 to 35 hours/week	70 hours
More than 35 hours/week	80 hours

Subd. 1b. In the event the employee’s absence is in excess of the number of hours earned and the employee does not return to their position, the School District has the option to deduct or collect salary paid for unearned sick leave.

Subd. 2. Unused sick leave days may accumulate to a maximum credit of one thousand two hundred (1200) hours of sick leave per employee.

Subd. 3. Accrued sick leave with pay shall be required whenever an eligible employee's absence from work is found to have been due to illness or injury of the employee, employee’s spouse or employee's child which prevented the employee's attendance and performance of duties on that day or days. Employees with absences for medical appointments during the noon route only during the school year and employees with illness/injury/medical appointment absences during summer school sessions will not be required to use available sick leave. Up to twenty-four (24) hours of accrued sick leave per year shall be allowed to employees due to the serious illness of a parent or parent-in-law, sibling, grandparent or grandchild. Additional days with or without pay may be granted at the discretion of the coordinator of Human Resources. If pay is provided, days shall be deducted from sick leave.

Subd. 3a. Employees who have been employed by the District for at least 12 months prior to the leave and who worked at least one half of the full time equivalent during those 12 months may use up to 160 hours of sick leave in any 12 month period for the illness or injury of the employee’s adult child (includes stepchild, biological, adopted, and foster child), spouse, sibling, parent, mother-in-law, father-in-law, grandparent, grandchild or stepparent for reasonable periods of time as the employee’s attendance may be necessary. This provision is not intended to increase or decrease the amount of time provided for in Subd. 3. above except as otherwise required by law. This provision shall be in effect only as required by MN Statute 181.9413.

Subd. 4. Sick leave allowed shall be deducted in five (5) minute increments from the accumulated sick leave earned by the employee.

Subd. 5. The school district may require a statement from a doctor to verify absences for illness or injury of three or more days.

Subd. 6. Effective January 1, 2024, employees may use up to 80 hours per school year of accrued sick leave for the reasons identified in Minnesota Statutes 181.9447. This provision is not intended to increase or decrease the amount of time provided for elsewhere in this section except as otherwise required by law. This provision shall be in effect only as required by Minnesota Statutes 181.9445 through 181.9448 and is subject to any requirements or limitations therein. To the extent any different or additional leave benefits are otherwise required by law, the District will comply with the legal obligations.

Section 4. Jury Duty: An employee who is absent because of required jury duty will be granted leave and will be paid the difference between her/his regular salary and the fee received for such jury duty. An employee who completes her/his jury duty with one-half (1/2) day or more of the work day remaining shall report to work for that period.

Section 5. Personal Leave: Non-probationary employees shall be eligible to receive two (2) paid days off per year for personal reasons to be taken on an employee's busing day or non-busing day (except transportation workshop days). When taken on a busing day, employees shall schedule such absences with their supervisor at least one day in advance, except in an emergency. The supervisor may limit the number of employees excused on a given day as necessary to maintain a balanced workforce of experienced employees. If this day(s) is not used after the completion of the school year, current employees shall be paid for the day(s) an amount based on their regular bid hours (not to exceed 8 hours) at their current rate of pay.

Non-probationary employees shall receive four (4) paid days off per year for personal reasons to be taken on an employees' non-busing day. These days may not be taken on transportation workshop days. If used, these days will then be deducted from the accumulated sick leave for which the employee is eligible under Article XI, Section 3, Subd. 1. If these days are not used after the completion of the school year, a current employee shall, at his/her option, either receive up to four extra days pay at the employee's regular rate of pay (not to exceed 8 hours per day) or have up to four additional days added to their accumulated sick leave.

ARTICLE XII

RECRUITMENT OF NEW DRIVERS

Section 1. Each employee shall receive from the School District an amount to be determined annually, but not less than \$50.00 for each new employee which he/she shall recruit to drive for the School District. Such compensation shall not be provided until such time as the new employee completes the probationary period as set forth in Article VI, Section 1, Subd. 1 of this Agreement.

Section 2. The school district will pay actual hours at the step one pay rate to new drivers for their participation in the district's required pre-employment training program. This will be paid as follows: up to \$250.00 of this pre-employment training pay will be paid upon completion of thirty (30) hours of driving on regular bid route; the balance of the pre-employment training pay, if any, will be paid after sixty (60) days worked on a regular bid route.

Section 3. The school district will pay actual hours at the starting pay rate to new chaperones upon the completion of 30 hours on a bid route for watching the training films.

Section 4. The school district will pay actual hours at the starting pay rate to new crossing guards upon the completion of 30 hours on a bid route for watching the training films.

Section 5. If a chaperone subsequently completes the new drivers' pre-employment training, the amount of pay for watching the chaperone training films will be deducted from the new drivers' pre-employment training pay.

ARTICLE XIII

SENIORITY

Section 1.

Subd. 1. Seniority is defined as the length of an employee's continuous service within their position covered by this contract.

Subd. 2. An employee shall lose his/her seniority upon resignation from employment, termination, or discharge.

Subd. 3. Should two or more employees commence their continuous service in a position covered by this contract on the same date, that date will be their seniority date within that classification and their sequence on the seniority list for that position will be determined as follows:

- (1) Employees who currently have seniority in another classification covered by this contract will be placed first, in order of their earliest seniority date in another classification.
- (2) If there are no such employees, new employees will be placed on the seniority list for the position in the order in which they are sent by the Transportation Department to the Human Resources Department for new employee processing.

Subd. 4. There shall be a seniority list maintained for regular bus drivers, chaperones or crossing guards. One section shall be entitled "Drivers", one section shall be entitled "Chaperones" and one section shall be entitled "Crossing Guards." Seniority shall prevail within each section of the seniority list.

Subd. 5. Substitute employees who move from the "Substitute" list to the "Regular" list shall have seniority on the "Regular" list as of the date they became a "Regular" employee.

Subd. 6. If a regular employee desires to become a substitute employee, such employee would lose seniority on the regular employees' seniority list.

Section 2. All regular routes, standby positions, kindergarten routes, work program and activity routes shall be bid by seniority before the beginning of the school year, but not later than ten (10) working days before the beginning of the school year. Drivers or chaperones will receive a minimum of three (3) working days notice to appear to bid their routes. If a driver or chaperone should not appear, he/she shall be able to submit a letter of preference which shall be considered as a legitimate bid. A grouping of routes shall also include the approximate number of students anticipated for each run or route. This section is subject to the provisions of Article XIII, Sections 5, 6 and 7.

Section 3. All crossing guard positions shall be bid by seniority before the beginning of the school year, but not later than ten (10) working days before the beginning of the school year. Crossing guards will receive a minimum of three (3) working days notice to appear to bid their crossing position. If a crossing guard should not appear, he/she shall be able to submit a letter of preference which shall be considered as a legitimate bid. This section is subject to the provisions of Article XIII, Section 5.

Section 4. Whenever a regular route, standby position, kindergarten route, work program route or activity route becomes open during the school year, those openings shall be filled by seniority. The open route/routes shall be posted in a prominent place as soon as the route is found to be open and copies of such postings will be sent by district mail to the satellite garage if unit employees are working out of that location. Open routes posted during a given week will be pulled for awarding on Wednesday morning of the following week as soon as the dispatcher or his/her designee arrives. Whenever a route becomes open during summer school, the route will be posted a minimum of two (2) full working days. This section is subject to the provisions of Article XIII, Section 8.

Section 5. Any individual available to perform a complete (A.M./P.M.) regular route shall be eligible to apply for such routes and will be assigned on the basis of seniority. Any employee who bids a complete (A.M./P.M.) route and is subsequently unable to perform the complete route must relinquish entitlement to all of the route assignment.

Section 6. Vacant routes may be split, combined or otherwise packaged for bidding at the discretion of the School District.

Section 7. Employees who are assigned a complete (A.M./P.M.) regular route shall receive first consideration for assignment to kindergarten routes, shuttles, activity routes and charters, provided such additional assignment does not interfere with the performance of their regular route.

Section 8. Route bidding may be limited to twice per year per employee. This shall include the initial route bid and one additional route change during the school year.

Section 9. Substitute seniority lists will be eliminated. Regularly assigned employees may designate hours apart from their regular assignment when they are available for and wish to be considered for substitute assignments and will be considered in order of their seniority for such substitute assignments.

Regularly assigned employees will be awarded assignments from the Daily Bid Sheet and/or Holiday Bid Sheet over substitute employees, provided such additional assignment does not interfere with the performance of the employee's regular route.

Section 10. If a route is open at the beginning of the school year and has not been filled pursuant to bid, the School District may designate a person to fill that route.

Section 11. The second bid route dropped during the course of the school year shall place the bidder on the bottom of the seniority list for bidding other routes during the same time frame for the balance of the school year.

Section 12. In the event that a driver shall voluntarily relinquish an activity route during the course of a school year, such individual shall be considered at the bottom of the seniority list with regard to being eligible for bidding for activity routes which may subsequently develop during the course of that school year. In the event that an activity run driver is unable to drive his/her run, a substitute will be obtained and assigned by the School District. This section is subject to the provisions of Article XIII, Section 7. This section does not apply to the Daily Bid Sheet or the Holiday Bid Sheet.

Section 13. Charters:

Subd. 1. All charters shall be bid by seniority and subject to the provisions of Article XIII, Section 7. A driver who bids a chargeable charter will be awarded the charter over a driver who bids a front half or a back half non-chargeable charter for the purpose of this Subdivision. Charters will be posted electronically. Drivers will receive a minimum of three (3) working days notice of the decision regarding assignment. Should no regular driver bid a charter within the three (3) day time frame, or if the entire charter is not bid by district drivers (by partial or full bidding), management may take steps to cover the charter with any eligible driver or outside company.

Subd. 1a. The following are definitions of chargeable charters.

Full charter: A charter that includes a drop off and return of a group at designated times and the driver remains on duty and available to the group between the drop off and return.

Two one-way charters: A charter that includes a drop off and return of a group at designated times and the driver does not remain with the group and is not on duty between the drop off and return.

One-way charter: A charter that is either a drop off or a return and that is outside of the regular route time.

Subd. 1b. The following are definitions of non-chargeable charters.

Front half or Back half charter: Two one-way charters that are not filled both ways with the same driver.

Incentive pay charter (IPC): A charter that is performed entirely during a driver's regular route and will receive the rate of one-half of the two (2) hour minimum charter incentive in addition to the regular route pay.

Subd. 2a. Partial or one-way charters of one hour or less performed outside regular route time will be subject to one half of the minimum specified in Article IX, Section 2, Subd. 3. Partial or one-way charters in excess of one hour will be subject to the two-hour minimum, as specified in Article IX, Section 2, Subd. 3. Partial or one-way charters on days when the driver has no scheduled route will be subject to the two-hour minimum specified in Article IX, Section 2, Subd. 3.

Subd. 2b. Charters started during route time and ending after route time or started prior to route time and ending during route time, shall be subject to one-half the 2-hour minimum subject to the terms specified in Article IX, Section 2, Subd 3 unless the charter time, excluding route time, is in excess of one (1) hour.

Subd. 2c. If a driver is on duty with a charter and is requested to assist with an additional charter, they shall be paid one-half of a 2-hour minimum subject to the terms of Article IX, Section 2, Subd. 3. Unless the charter time, excluding original charter time, is in excess of one (1) hour.

Subd. 3. The management shall establish procedures for compensation of all overnight charters, drivers, wages, meals, lodging, etc., prior to the overnight charter. Drivers will receive a minimum of eight (8) hours' pay on the second day of the charter for all overnight charters.

Subd. 4. Charters allocated on the basis of emergency or administrative request or split between two (2) drivers shall not be charged against a driver's allocation.

Subd. 5. Overnight charters will be awarded 5 working days in advance instead of the 3 working days notice set forth in Subd. 1 of this section. If the charter is not filled after the posting, the charter will be filled by the District or designee.

Subd. 6. Regular route responsibilities shall preclude, bidding on the part of regular route drivers, for charters which conflict with performance of these regular route responsibilities, except that in the case of overnight charters normal seniority bidding rights shall prevail and, thus, permit regular route drivers to bid and drive such overnight charters. In such instances, it shall be the responsibility of the School District to find a substitute driver for the regular route.

Subd. 7. Any driver bidding for a charter route and not reporting for the trip or notifying the Transportation Department at least 2 hours in advance of the departure time of the charter that he/she is not available to make the trip, would forfeit his/her right to bid on another charter for 250 times. (i.e.: If it was Charter #121, he/she would not be eligible to bid again until Charter #121 came up again in the normal rotation.)

Subd. 8. Drivers are to consider themselves "on-duty" at all times while on a charter, and are expected to be available to the group at all times, except when called away on other School District business, or when specifically released by the group leader.

Subd. 9. If a route is driven during a charter the normal route time will be subtracted from charter total.

Subd. 10. This section is subject to the provisions of Article XIII, Section 7.

Subd. 11. All charters will be in sequence, by day, in the order that they are received by the Transportation Department.

Subd. 12. A driver should never sign for a charter for anyone except himself/herself. Any deviation from this must be handled through the Transportation Office.

Subd. 13. In the event a driver has been suspended for not showing for a charter, it will be at the discretion of the Transportation Office to decide whether to send him/her on another charter if there are no other drivers available.

Subd. 14. No regular driver will take a bid for a fourth (4th) trip if it takes away from a regular junior driver who has less than three (3) trips.

Subd. 15. Charters cannot be changed to a minimum after they have been awarded as all-day charters, showing times. If times are not shown when posted, school and dispatcher will determine if two minimums for the day will be paid. Dispatcher will call the school the day before to finalize times.

Subd. 16. If a driver gives up a charter, he/she will not be eligible to take another charter on the same day. The only exceptions to this would be:

- (1) If no one signed for the charter; or
- (2) If a charter's scheduled times changed by one hour or more; or
- (3) If the charter vehicle was not posted as a lift bus and changed to a lift bus.

Subd. 17. Charters that are given up will be awarded to the next eligible driver who signed the bid sheet.

Subd. 18. All combining of charters will be done before driver's name is assigned on the posting board. Any combining of charters after posting will be discussed with the driver for his/her approval.

Subd. 19. All charters will be closed for awarding at the end of the business day prior to awarding day by the charter dispatcher or designee.

Subd. 20. Last minute charters (less than [8] working hours): Transportation will attempt to take the first driver who is available and willing. This charter assignment will not be charged against the driver as a bid charter. Late charters that are received by the office will be posted and charged as usual. If they are posted electronically with less than 24-hour notification, they will not be charged. If they are awarded over the radio, they will not be charged.

Section 14. Layoff:

Subd. 1. In the event of a layoff, employees within each classification with the least seniority, shall be laid off first, unless another employee agrees to voluntarily take such layoff.

Subd. 2. Employees shall be recalled according to seniority within each classification. If a position becomes available for a qualified bus driver, chaperone or crossing guard on layoff, the School District shall mail by certified mail the notice to such employee who shall have fourteen (14) calendar days from the date of mailing of such notice to accept the reemployment. If written acceptance is not received by the Superintendent of Schools or his/her designee within such fourteen (14) calendar day period, it shall constitute a waiver on the part of such employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment rights.

Subd. 3. Reinstatement rights shall automatically cease the first day of the school year after the one-year anniversary date of the layoff and no further rights to reinstatement shall exist.

Section 15. An employee who receives a leave of absence from the School District and then goes to work for another employer shall forfeit his/her seniority.

Section 16. The School District shall supply the Exclusive Representative by October of each school year, a correct seniority roster and once a month thereafter, submit to the Exclusive Representative additions or deletions.

Section 17. A standard form entitled "Termination of Employment" shall be filled out by the District whenever an employee terminates his/ her employment. A copy of notification shall be given to the Exclusive Representative.

ARTICLE XIV

RETIREMENT

Section 1: Retirement Contribution: Membership in the Public Employees Retirement Association (P.E.R.A.) is required by State Law for most permanent employees. Most new employees are required by law to participate in Social Security as well as P.E.R.A.

Section 2. Tax Deferred Savings Plans: Employees shall be eligible to participate in a tax deferred savings plan on an optional basis as established pursuant to Minnesota Statute 123B.02, Subd. 15, subject to limitations provided for in School Board Policy.

Section 3. Tax Deferred Matching Contribution Plan:

Subd. 1. Purpose. Commencing July 1, 2004, an annual School District contribution shall be payable to an eligible employee's tax-deferred matching contribution plan (hereinafter referred to as "Matching Plan"), subject to the following provisions.

Subd. 2. Legal Authority. Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457, and any amendments thereto.

Subd. 3. Authorization. The School District contribution is not payable unless the employee authorizes a matching salary reduction in the amount that they are eligible to receive in Section 7 for the same period. A School District authorization form must be completed.

Subd. 4. Eligibility. Only employees who have six (6) or more years of service (calculated from the most recent date of hire within the Transportation Department) and who are assigned a regular schedule of twenty-three (23) hours or more per week of paid duty on a regular bid route (excluding charters) during the previous school year shall be eligible for the matching School District contribution provided in this Article. Years of service shall be determined as of July 1.

Subd. 5. Vendors. The School District contribution and matching employee contribution will be made to a company of the employee’s choice from the School District list of eligible tax shelter companies, subject to Section 2 of this Article. It shall be the responsibility of the employee to make all arrangements required by the vendor to ensure that proper payment is made by the School District.

Subd. 6. Participation. Participation in the plan shall be voluntary.

Subd. 7. School District Contribution. The amount of the School District contribution shall be as follows:

Effective July 1, 2023:

Matching Plan Eligibility Criteria	District Contribution Payable to Matching Plan Account of Participant During Contract Year	Required Participant Contribution to Matching Plan Account During Contract Year
Most recent date of hire within the Transportation department on or before 7/1/17	\$350	\$350
Most recent date of hire within the Transportation department on or before 7/1/12	\$475	\$475
Most recent date of hire within the Transportation department on or before 7/1/07	\$600	\$600
Most recent date of hire within the Transportation department on or before 7/1/02	\$725	\$725

Effective July 1, 2024:

Matching Plan Eligibility Criteria	District Contribution Payable to Matching Plan Account of Participant During Contract Year	Required Participant Contribution to Matching Plan Account During Contract Year
Most recent date of hire within the Transportation department on or before 7/1/18	Participant contribution up to \$350	Up to \$350
Most recent date of hire within the Transportation department on or before 7/1/13	\$475	\$475
Most recent date of hire within the Transportation department on or before 7/1/08	\$600	\$600
Most recent date of hire within the Transportation department on or before 7/1/03	\$725	\$725

Subd. 8. Compliance. In order to monitor compliance with federal and state laws concerning the amount of income an employee may shelter, School Service Employees, SEIU Local 284 and the School district agree that a third party administrator of tax-deferred savings plan may be utilized to monitor such compliance and that (1) bus driver, chaperone, and crossing guard employees participating in the School District's tax-deferred matching contribution plan or the School District's tax-deferred savings plan may be required to supply account information as required to monitor such compliance, and (2) only vendors who also agree to cooperate with the third party administrator in maintaining plan compliance will be utilized.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, administrator or School Board 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. Extension: 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 week days 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, a 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 bears a postmark of the U.S. mail within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten (10) 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 School Board designee.

Section 5. Adjustment of Grievance: The School Board and the employee 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 Coordinator of Transportation shall give a written decision on the grievance to the parties involved within ten (10) 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 Director of Finance and Operations or his/her designee provided such appeal is

made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Director of Finance and Operations or his/her designee, the Director of Finance and Operations or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Director of Finance and Operations or his/ her 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 ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the Superintendent of Schools, the Superintendent of Schools shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within fifteen (15) days after the meeting, the Superintendent of Schools shall issue his/her 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, Level II, or Level III of this procedure provided the School Board or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this Section, the School Board reserves the right to reverse or modify such decision.

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 that 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 of Schools within ten (10) days following the decision in Level III of the grievance procedure.

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

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten 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 from the Bureau of Mediation Services (BMS), pursuant to M.S. 179A.21, Subd. 2, a list of arbitrators selected by the Commissioner, providing such request is made within twenty days after request for arbitration. Upon receipt of the list of arbitrators, ISD 196 and the Union shall alternatively strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. This arbitrator shall decide the grievance and the decision is binding upon the parties. If the parties do not request an arbitrator from the BMS within the time periods provided herein, it shall constitute a waiver of the grievance.

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 may 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 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. of 1971, as amended.

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 the fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

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 grievances 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 School District, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the Public-School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

ARTICLE XVI

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971, as amended, except that an employee will be granted no salary increase of any kind until a new Agreement is reached. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent no later than May 1, 2025.

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

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement except if mutually agreed by the parties.

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

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

FOR:

School Service Employees
SEIU Local 284

FOR:

Independent School District No. 196,
Rosemount, Minnesota

[Handwritten signature]

Business Representative

[Handwritten signature]

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[Handwritten signature]

[Handwritten date]

Date

[Handwritten signature]

Chairperson

[Handwritten signature]

Clerk

[Handwritten date]

Date

LETTER OF AGREEMENT

Representatives of School Service Employees Local 284 and Independent School District No. 196 have met to formulate guidelines for a dress code that is logical and can be implemented with a common-sense approach on the part of management and employees.

The aim and intent is as follows:

- 1. To implement a dress code designed to warrant respect from students and parents, and the community in general;
- 2. to demonstrate pride in occupation;
- 3. to display to the public that safety, as well as comfort is primary.

All personnel are asked to have attire be neat, clean, comfortable, protective, appropriate for working with students and be dressed so as not to hinder the safe operation of the bus. There is always uncertainty as to what is considered neat and clean. Items that are not acceptable as proper dress on the job include:

- 1. Sandals - any footwear other than fully enclosed flat heeled shoes.
- 2. Any clothing containing advertising for chemical/tobacco/alcohol or demeaning or profane language or symbols that students are not permitted to wear in school.

A common-sense approach to dress is requested, keeping in mind the drivers' appearance to students, public and other District employees. The above code is established in the spirit of cooperation to avoid enforcement of a standard, uniform mode of dress.

FOR:

School Service Employees
SEIU Local 284

Business Representative

11/30/23

Date

FOR:

Independent School District No. 196,
Rosemount, Minnesota

Chairperson

Clerk

12/11/23

Date

LETTER OF UNDERSTANDING


It is hereby understood by and between School Service Employees Local 284 (the union) and Independent School District 196, Rosemount, Minnesota (the district), as follows:

- 1. On May 6, 1993, the district notified the union of its intent to contract with an outside school bus transportation service(s), commencing with the 1993-94 school year, to perform some bus routes which the district does not have space and/or equipment to serve. During the negotiations leading to the 1993-95 collective bargaining agreement, the district and the union met to negotiate over effects of this decision.
- 2. With respect to the annual route bidding procedure which is scheduled for August, 2023, and August, 2024, the parties have agreed that all bus routes will be available for bid by current employees and other individuals who have satisfactorily completed the selection and training process and been assigned a bidding time by the Transportation Department. After these individuals have had an opportunity to select bus routes for 139 full size route buses, the district will then determine which of the remaining routes will be contracted out and will inform both the union and the contractor that the contractor will be responsible for those routes for the school year. In the event that the 139 full size route buses are bid prior to the available small bus routes being bid, the bidding procedure will continue until the available small route buses have been bid. In the event that a reduction in student enrollment or changes to school start or end times causes the need for fewer than 139 full size bus routes, the School District will be obligated to offer to School District employees all full-size bus routes up to 139. Only full-size bus routes exceeding 139 will be contracted out for the year.
- 3. This letter does not apply to the contracting out of routes requiring small buses or emergency needs which will continue as in the past to be contracted out as needed to supplement the district's transportation services.

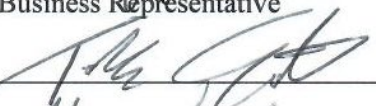
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:


FOR:


School Service Employees
SEIU Local 284




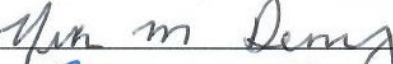
Business Representative




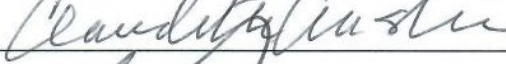











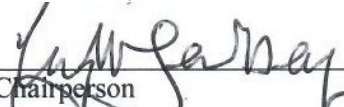





Date 11/30/23

FOR:

Independent School District No. 196,
Rosemount, Minnesota



Chairperson



Clerk

Date 12/11/23

MEMORANDUM OF UNDERSTANDING (MOU)**BETWEEN**

Independent School District 196, Rosemount, Minnesota ("School District")
and
School Service Employees SEIU Local 284 ("Union" or "Exclusive Representative")
Representing Bus Drivers, Chaperones and Crossing Guard Employees

Regarding Bargaining Unit Information and Employee Access

WHEREAS, the Union represents bus drivers, chaperones and crossing guards employed in the School District who qualify as public employees under the Minnesota Public Employment Labor Relations Act ("PELRA"); and

WHEREAS, the School District and the Union agree that the current collective bargaining agreement ("CBA") between the parties governs the terms and conditions of employment for employees in the unit; and

WHEREAS, the School District and the Union wish to establish terms that reflect certain new legislative requirements under PELRA.

THE UNION AND SCHOOL DISTRICT HEREBY AGREE AS FOLLOWS:

A. Bargaining Unit Information

1. Within 20 calendar days from the date of hire of a bargaining unit employee, the School District shall provide the following contact information to the Union in an Excel file format or other format agreed to by the Union: name; job title; worksite location; home address; home or personal cell phone numbers on file with the School District; date of hire; and work email address and personal email address on file, if any, with the School District.
2. Every 120 calendar days beginning on January 1, 2024, the School District shall provide to the Union in an Excel file or similar format agreed to by the exclusive representative the following information for all bargaining unit employees: name; job title; worksite location; home address; home or personal cell phone numbers on file with the School District; date of hire; and work email address and personal email address on file, if any, with the School District.
3. The School District shall notify the Union within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

B. Access

1. The School District shall allow an exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time of the newly-hired employees, for 30 minutes, within 30 calendar days from the date of hire, during new employee orientations or, if the School District does not conduct new employee orientations, at individual or group meetings. An exclusive representative shall receive no less than ten days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the operations of the School District that was not reasonably foreseeable. Notice of and attendance at new employee orientations and other meetings under this paragraph must be limited to the School District, the employees, the exclusive representative, and any vendor contracted to provide a service for purposes of the meeting. Meetings may be held virtually or for longer than 30 minutes only by mutual agreement of the School District and exclusive representative.

- C. This MOU is effective from the date it is approved until a successor to the 2023-25 CBA is in place. The terms of this MOU shall be in effect only to the extent required by Minnesota Statutes § 179A.07.

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

FOR:

School Services Employees
SEIU Local 284

[Handwritten signature]

Business Representative

[Handwritten signature]

[Handwritten signature]

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[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten date]

Date

FOR:

Independent School District 196,
Rosemount, Minnesota

[Handwritten signature]

Chairperson

[Handwritten signature]

Clerk

[Handwritten date]

Date