

LABOR AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT
NO. 564
THIEF RIVER FALLS
MINNESOTA

-and-

THE MINNESOTA SCHOOL
EMPLOYEES ASSOCIATION

BUS DRIVERS
and
TRANSPORTATION ASSISTANTS

Effective July 1, 2024 through June 30, 2026

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**ARTICLE I.
PURPOSE**

This Agreement is entered into between Independent School District No. 564, Thief River Falls, Minnesota, hereinafter "School District", and the Minnesota School Employees Association, hereinafter "Exclusive Representative", pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter "The P.E.L.R.A.", to provide the terms and conditions of employment as defined in the P.E.L.R.A. for bus drivers and transportation assistants employed by the school district during the duration of the Agreement.

**ARTICLE II.
RECOGNITION OF
EXCLUSIVE REPRESENTATIVE**

In accordance with the P.E.L.R.A., the school district hereby recognizes the Minnesota School Employees Association as the exclusive representative for bus drivers and transportation assistants employed by the school district, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of the Agreement.

**ARTICLE III.
DEFINITIONS**

Section 1. TERMS AND CONDITIONS OF EMPLOYMENT: The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. The terms in both cases are subject to the provisions of M.S. 179.66 regarding the rights of public employers and the scope of negotiations.

Section 2. DESCRIPTION OF APPROPRIATE UNIT: For purposes of this Agreement, the terms "bus drivers or transportation assistants" shall mean all persons in the appropriate unit and classification employed by the school district excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35% of the normal work week in the employee bargaining unit, 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 according to Minnesota Statute 179A.03.

Section 3. SCHOOL DISTRICT: For purposes of administering this Agreement the term "school district" shall mean the school board or its designated representative.

Section 4. OTHER TERMS: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

**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 employer, its over-all budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. MANAGEMENT RESPONSIBILITIES: The exclusive representative recognizes the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for students of the school district.

Section 3. EFFECT OF LAWS, RULES, AND REGULATIONS: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services 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. The exclusive representative also recognizes the rights, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also 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 of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of the Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect

Section 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated to this Agreement are reserved to the school district. The jurisdiction of an arbitrator shall not be construed to include inherent managerial rights of Federal or State laws, rules, or regulations.

Section 5. EMPLOYER SECURITY: The union agrees that for the duration of this Agreement it will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the employer.

Section 6. EMPLOYER AUTHORITY: The employer retains the sole right to operate and manage all manpower, facilities, and equipment in accordance with applicable laws and regulations.

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 their 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 and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. RIGHT TO JOIN: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the school district.

Section 3. REQUEST FOR DUES CHECK OFF: Payroll Deductions: Pursuant to Minnesota Statute 179A.06, the Employer will deduct from the regular payroll. Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their regular Association dues paid by payroll deduction.

Remission of Withheld Funds: The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by the Employer together with an itemized statement to the

Minnesota School Employees Association no later than twenty (20) days following the end of each payroll period.

Section 4. ACCESS TO FINANCIAL INFORMATION: In accordance with the P.E.L.R.A., the school district shall provide, upon the request of the exclusive representative, all information pertaining to the Public Employer's budget both present and proposed, revenues and other financing information.

Section 5. UNION STEWARD: The exclusive representative shall designate one employee to act as steward and an alternate. The exclusive representative shall inform the school district in writing of the steward and alternate and any change in position.

Section 6. PERSONNEL FILES: An employee may examine the employee's personnel file at reasonable times under the direct supervision of the school district.

Section 7. INDEMNIFICATION OF SCHOOL DISTRICT: The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated which any person may have or claim to have, now or in the future, arising out of or by reason of any action taken or not taken by the employer under the provisions of this Article V.

Section 8. EXCLUSIVE REPRESENTATION TIME OFF: Reasonable time off will be granted as required by Minnesota Statutes, Sec. 179A.07 Subd. 6.

Section 9. NEW EMPLOYEE MEETING: The District will allow the exclusive representative to meet with new employees according to Minnesota Statute 179A.07 Subd. 9.

ARTICLE VI. GRIEVANCE PROCEDURE

Section 1. GRIEVANCE DEFINITION: A "grievance" shall mean an allegation by an employee or a small group of employees resulting in a dispute or disagreement between the employee and the school district as to the interpretation or application of terms and conditions 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 their behalf.

Section 3: DEFINITIONS AND INTERPRETATION:

Subd. 1. EXTENSION: Time limits specified in this Agreement may be extended when agreed to in writing by both parties.

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 United States Postal

Service within the time period. The next timeline shall start to be counted on the working day following the last day of the preceding timeline or on receipt of the aforementioned document.

Section 4. TIME LIMITATION AND WAIVER: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first 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 period 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 district's designee.

Section 5. ADJUSTMENTS OF GRIEVANCE: The school district and the employee shall attempt to adjust all grievances that 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 school district designee shall give a written decision on the grievance to the parties involved within ten 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 superintendent of schools provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his designee shall set a time to meet regarding the grievance within 10 days after receipt of the appeal. Within 5 days after the meeting, the superintendent or his 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 school board, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the school board, the school board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the school board shall issue its decision in writing to the parties involved.

Section 6. 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 within ten days following the decision in Level III of the grievance procedure.

Subd. 2. PRIOR PROCEDURE REQUIRED: No grievance shall be considered by the arbitrator that had not been first duly processed in accordance with the grievance procedure and appeal provision.

Subd. 3. SELECTION OF ARBITRATOR: The employer and employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the PERB, a list of five (5) names within ten days after requesting arbitration. 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.

The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

Subd. 4. The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

Subd. 5. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated there under, or which cause a penalty to be incurred there under. The arbitrator shall issue the decision to the parties, and a copy shall be filed with PERB.

Section 7. 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 under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive their right to initiate 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.

ARTICLE VII. DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. PROBATIONARY PERIOD: An employee under the provisions of this Agreement shall serve a probationary period of forty-five (45) available working days of continuous service within a specific classification in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated. The Probationary Period may be waived at the sole discretion of the District under the following criteria:

- a) A former driver rehired within one calendar year after terminating employment who previously completed a satisfactory probationary period; or
- b) A former substitute driver who has substituted 60 or more times in any calendar year for the district.

Section 2. DISCHARGE AND DISCIPLINE: Discharge and discipline of an employee who has completed their probationary period shall be made only for just cause. An employee who has completed the probationary period and is suspended without pay or discharged shall be based upon the concept of just cause and may include an oral reprimand, a written reprimand, a suspension with or without pay, a demotion, or a discharge. Employees in the unit may be dismissed for just cause and/or any of the following reasons:

- a) Failure to perform duties as assigned.
- b) Insubordination and lack of cooperation.
- c) Use of intoxication liquor or drugs that are detected by their supervisor or anyone who comes in contact with the employee while on duty.
- d) The commission of any criminal offense involving moral turpitude.
- e) Any other cause that may be grounds for dismissal by applicable statutes of the State of Minnesota.

Subd. 1. Suspensions, demotions, and discharges will be in written form.

Subd. 2 Written reprimands, notices of suspension, and notice of discharge which are to become part of an employee's personnel file shall be read and acknowledged by the signature of the employee. Employees and the Union shall receive a copy of such reprimands and/or notices.

Subd. 3. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

ARTICLE VIII.

SENIORITY, LAYOFFS, VACANCIES, NOTIFICATION AND TRANSFERS

Section 1. SENIORITY: The term "seniority" shall mean an employee's length of continuous service within a specific classification in the district. No employee shall acquire seniority until they have completed their probationary period. Upon completion of the probationary period, their seniority shall be retroactive to the date of their employment. No employee shall suffer a loss of their seniority unless the employee resigns or is discharged for cause.

Section 2. LAYOFFS: A reduction of work force will be accomplished on the basis of seniority within the specific job classification.

Section 3. REINSTATEMENT: Employees shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within one year of the time of their layoff before any new employee is hired. The laid-off employee must advise the district of any change in address in order to be notified of any job openings for which the employee may be qualified. If the district mails to the employee a notice of a job opening, the employee shall have fourteen (14) days from the date of the notice to accept or reject the position in writing. Failure by the employee to respond to the notice in writing within the fourteen (14) days shall constitute a rejection and shall terminate the employee's right to receive further notices of available job openings. The district's only obligation is to deposit the notice of the job opening in the United States mail in accordance with the address furnished by the employee.

Section 4. SENIORITY RANKING LIST:

Subd. 1. The district shall prepare and post on a bulletin board in the bus garage a seniority-ranking list, by classification, showing name and date that the employee first began performing continuous service within the district. Effective 7/1/14, ties in seniority will be broken based on the last four digits of the employee's social security number. The employee with the lowest last four digits being the most senior. The list shall be posted during October of each year for a period of fifteen (15) calendar days. All employees shall have the obligation to review the seniority-ranking list during the posting period. If any employee disagrees with their seniority ranking, then they shall notify the Transportation Supervisor in writing of the grounds for their disagreement within twenty (20) calendar days after the list was first posted.

Subd. 2. The grounds for disagreement shall be evaluated and determined by the district within thirty (30) calendar days after the list was first posted. The employee shall be notified in writing of the district's determination. If the employee still disagrees, the employee may file a grievance in accordance with the grievance procedure.

Subd. 3. If an employee fails to notify the Transportation Supervisor within the twenty (20) days after the list is first posted as provided in Subdivision 1 above, the employee shall be deemed to have waived all rights to challenge the seniority ranking list and shall not have access to the Grievance Procedure to contest seniority ranking.

Subd. 4. After finalization of any challenges to the seniority ranking list, the district shall prepare a final seniority ranking list which shall then be controlling in determining the employee last hired.

Section 5. VACANCIES: In the event that the school district has a permanent position for which it does not presently have a permanent employee, then that position will be declared as being vacant. The district reserves the right to fill any vacant position on a temporary basis.

Section 6. NOTICES: Before filling a vacancy with a permanent employee, the school district shall post a notice describing the vacant position on the bulletin board in the employee's lunchroom and in other areas that the district deems appropriate. This notice shall remain posted for a period of five (5) working days during the school year and two (2) weeks during the summer months before the school district fills the position with a permanent employee. A copy of all such postings will be delivered or mailed to the union steward. If mailed, depositing the notice in the mail shall be the district's only obligation.

Section 7. TRANSFER STEP PLACEMENT: A Bus Driver who transfers to a position of Transportation Assistant may be placed at or up to an equivalent step of the Transportation Assistant pay schedule. Seniority as a Transportation Assistant commences at the date of transfer. Seniority accrued as a Bus Driver is retained, however frozen at transfer effective date and does not accumulate.

ARTICLE IX.

CALLOUT TIME, STARTING TIME, HOURS OF EMPLOYMENT, AND DUTY YEAR:

Section 1. BASIC WORK WEEK: A regular work week shall consist of a minimum of four (4) hours per day for every day that school is in session unless the position is determined to be a part-time position by the District.

Section 2. BASIC WORK YEAR: A regular work year shall consist of approximately nine (9) months, subject to the specific duty days established by the school district when it formulates its school calendar.

Section 3. PART-TIME EMPLOYEES: The school district reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis. The district will attempt to fill vacated positions as soon as possible with regular employees.

Section 4. SHIFTS AND STARTING TIME: From time to time as required by the needs of the school district, any employee may be assigned starting times and shifts as determined by the school district for that employee's basic work week provided, however, the school district will make a reasonable effort to establish shifts and starting times as may be mutually agreed upon with the employee at the start of the school year or when the employee begins employment with the district. An employee will be notified of any necessary shift changes at least two weeks in advance of the proposed change. An employee will be notified of any necessary changes in starting times at least twenty-four hours in advance of the proposed change.

Section 5. SCHOOL CLOSING: All employees shall be compensated for up to three (3) chronological occurrences per year for time lost due to school closure. Thereafter, if an announcement on the District's electronic alert system is not made at least 30 minutes before the regularly scheduled shift time for the individual, they shall receive one (1) hour's compensation provided they have reported to the work station on time for their regular shift. If a route is canceled after the regularly scheduled shift start time, the driver/ transportation assistant will receive a minimum of two (2) hours pay. (Employees who spend more than two hours on the actual route shall be paid for actual time.)

This benefit may not be used in conjunction with any other paid benefit provided in the contract.

Section 6. PRE-SCHOOL ROUTES: Pre-school routes shall be considered assigned routes, not extra routes.

Section 7. LIMITATIONS: This Article references only assigned routes and not extra trips.

Section 8. HEAD START: Contracted Head Start route time during the regular school year to be included in contract driving.

Section 9. STUDENT CONTACT DAYS/E-LEARNING DAYS: Pursuant to Minnesota Statute 120A.414 Subd. 6 a school district or charter school that declares an e-learning day must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

ARTICLE X. EXTRA TRIPS

Section 1. POSTING: All extra bus trips sponsored by the school district and not driven by the Transportation Supervisor or assigned to a driver on duty at trip start time shall be posted and will be compensated at a minimum of one (1) hour. Sponsored trips shall be those bus trips for activities that are scheduled by the district and involve an expenditure of district funds. Regular drivers will be given first opportunity, with the exception of the first ten (10) chartered buses per school year. This clause does not restrict the use of school vehicles or other appropriate means of transportation to be utilized and driven by non-unit members. Where district-sponsored events involve more than 15 students and coaches inclusive of A, B and C squads for a specific sport traveling to a single location, they shall be posted. The Transportation Supervisor reserves the right to post trips that they know can't be driven by a regular driver because they conflict with educational routes appropriately (i.e. Charter, Van, etc.)

Section 2. SIGN-UP: Regular drivers who want to drive posted trips can sign-up until 9:00 a.m. five (5) working days prior to trip leave day, whenever possible. Overnight trips can be signed up for until 9:00 a.m. six (6) working days prior to the trip leave day.

Section 3. ASSIGNMENTS: The senior driver with the least accumulated trip hours shall have the trip, provided, however, the Transportation Supervisor may reschedule the driver in the event special circumstances arise. In the event no driver signs up by the deadline the Transportation Supervisor has the authority to fill the trip by any means necessary. Educational routes will take priority over extra trips.

Section 4. NOTIFICATION: Such driver shall be notified immediately if they are driving the extra trip. A driver that backs out of a trip after being notified they have it will accumulate extra trip hours as if he took the trip except in an emergency. If a driver forfeited a route to take a trip and the trip is canceled, the driver shall be allowed to make up the forfeited time with duties designated by the Transportation Supervisor.

Section 5. POSTING OF TRIP TIME: Accumulated extra trip time shall be posted by the employer and updated every week. When a posted trip subsequently changes by four (4) or more hours, the driver shall be allowed to opt out.

Section 6. OUTSIDE ORGANIZATIONS: Organizations using school buses for non-school activities may contract with any certified driver to drive an extra trip at any wage they agree upon without following the steps in this Article.

Section 7. PAY RATE: Drivers to receive their regular rate of pay for all in-district trips and all normal contracted route time missed while on an extra trip. The rate of \$25.00 per hour to be paid for driving time outside the regular contracted day. A minimum of eight (8) hours pay shall be paid on layover days of overnight trips.

Section 8. TRAVEL POLICY: Meal allowances shall be paid according to school district travel policy on all trips.

Section 9. LODGING: On all overnight school sponsored trips, each driver shall be entitled to a single, paid for, motel room. This provision applies only if the driver actually uses a room. If the driver wishes to take a spouse or child with, the Transportation Supervisor must approve it with only the single rate reimbursed.

ARTICLE XI. VACATION

After continuous employment, employees shall accrue vacation as scheduled:

Beginning	0-1 years	3 days (after 6 months)
Beginning	2-6 years	4 days
Beginning	7-11 years	5 days
Beginning	12 years or more	6 days

These days may be utilized with permission of the Transportation Supervisor and with appropriate notice for release from regular duties. Employees may use vacation in units equal to their assigned route increment. In the event that the employees wish to utilize these days for vacation on non-scheduled route days, they shall be allowed to do so with notice to the Transportation Supervisor and voucher for pay. Employees may carry over no more than one year of unused vacation for a maximum accumulation of two years, or cash in unused vacation time at end of current school year. A notice will be sent to the Transportation Supervisor by May 15th of each year notifying employees of vacation days eligible for payout. It is the responsibility of the employee to submit a pay voucher for any unused vacation days no later than June 15th to be processed with the June 30th payroll. If a pay voucher is not received by June 15th any days in excess of the two-year maximum will be forfeited.

ARTICLE XII. LEAVES OF ABSENCE

Section 1. SICK LEAVE:

Subd. 1. An employee shall earn sick leave at the rate of one (1) duty day for each month of service in the employment of the school district, not to exceed nine (9) days per year. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year. Sick leave shall be awarded based on the length of the employee's regularly scheduled duty day.

Subd. 2. All absences will be deducted in units equal to their assigned route increment as determined and posted by the Transportation Supervisor.

Subd. 3. Unused sick leave days may accumulate to a maximum credit of one hundred-eight (108) days of sick leave per employee.

Subd. 4. Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or disability, which prevented the employee's attendance and performance of duties on that day/days or as defined by Minnesota state or federal statute.

Subd. 5. The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In all events, however, the final determination as to the eligibility of an employee for sick leave is reserved to the school district. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 6. Family Illness Leave:

a) Employees eligible for sick leave may utilize their sick leave allotment as family illness leave as provided for in Minnesota state or federal statute including the District's right to limitation. Leave must be used in units equal to their assigned route increment. The family illness leave shall be deducted from the annual allotment of sick leave.

b) The School District reserves the right to require a physician's opinion on illness leaves as defined by Minnesota state or federal statute.

Section 2. BEREAVEMENT LEAVE: In the event of a death in the employee's immediate family, the employee may be allowed up to three (3) days of bereavement leave, all to be deducted from the employee's accumulated sick leave, if any. In the event that an employee does not have sufficient accumulated sick leave, the employee will not be paid for days lost as a result of bereavement leave. The specific amount of leave time allowed is subject to the approval of the superintendent who shall be free to exercise discretion in the amount of bereavement leave time allowed depending upon the circumstances involved in each case. For purposes of this section, the term "immediate family" is defined as the employee's spouse/domestic partner living within the home, child, parent, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents or grandchild.

Employees may be allowed up to two (2) days of bereavement leave to be used in the event of the death of an aunt, uncle, niece or nephew. This leave will be deducted from the employee's accumulated sick leave.

Section 3. CHILD CARE LEAVE:

Subd. 1. A child care leave for the care of a child by either parent of such child may be granted by the school district for a period of time not to exceed twelve (12) months in duration, all without pay or fringe benefits.

Subd 2. A staff member shall apply for childcare leave on a form provided by the school district at least three (3) calendar months before the intended date for the commencement of the leave. Such proposed beginning or ending date of the child care leave may be mutually agreed upon by the school district and the staff member so that the dates of the leave coincide with some natural break in the school year, i.e., winter vacation, spring vacation, semester or quarter break, or end of the school year. The leave may be extended beyond twelve (12) months if mutually agreed upon between the staff member and the school district.

Subd. 3. If the request for the child care leave is occasioned by pregnancy, the pregnant staff member will be eligible to use sick leave benefits pursuant to Article XII (if applicable) for any period of time during which the staff member is disabled. The pregnant staff member will provide a statement from her physician indicating the expected date of delivery and the disability period. After the period of disability, the remainder of the leave would be unpaid. For example, after a regular vaginal birth, the period of disability might be six (6) weeks. After the six (6) week period had expired, the staff person would no longer be eligible to use sick leave benefits in order to be paid during her leave.

Subd. 4. A staff member may elect for a portion of the childcare leave to be family medical leave pursuant to the Family Medical Leave Act. (Eligible employees are entitled to up to a total of 12 workweeks per fiscal year of Family and/or Medical leave. Any Family or Medical leave taken is counted against this total.) If the staff member so elects, the staff member is eligible for continuation of District contributions toward health insurance (if applicable) during the period of the Family/Medical leave. In the event a staff member does not return to the District from a family medical leave, the District may recover the amounts paid toward such premiums during the unpaid period of the leave. Any disability leave as set forth in Subdivision 3 runs concurrently with the beginning of the family medical leave.

Subd. 5. A staff member on a child care leave of absence may be eligible to continue to participate in group insurance programs (if applicable) after the twelve (12) week family medical leave if so permitted under the provisions of the school district's insurance policies, but any premium for such programs shall be borne solely by the staff member who elects to participate. In the event that a staff member on a childcare leave of absence does not return to the district, the right to continue participation in such group insurance programs will be pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Subd. 6. A staff member returning from child care leave shall be reemployed in a position in the bargaining unit of equal hours to the one held before the leave unless previously discharged, or otherwise terminated. Because the applicable periods of probationary employment are intended to be periods of actual service subject to performance evaluation, the parties specifically agree that any periods of time during which a probationary staff person is on a child care leave shall not count in determining the completion of the probationary period. All credit for longevity used to determine step placement and any unused and accumulated leave time (if applicable) earned prior to the beginning of a childcare leave shall be retained by the staff person and eligible for use upon the staff member's return from the childcare leave.

Section 4. ADOPTION LEAVE: An adoption leave without pay may be granted to any staff member, married or single, upon written application for such leave.

Subd. 1. When date of adoption is learned, the staff member shall submit a written application for adoption leave to the Board of Education.

Subd. 2. Adoption leave will start with the date of adoption and may be a period of up to six (6) months.

Subd. 3. Upon return the staff person shall be reemployed in a position within the bargaining unit of equal hours to the one held before the leave unless previously discharged, or otherwise terminated.

Section 5. JURY DUTY:

Leave of absence with pay not chargeable against employee's allowance shall be granted when employee is called for jury duty or for any properly issued and served subpoena (copy to be provided to school district). Employee shall turn over to the district any jury duty salary paid. An employee excused for jury or as a witness shall return to work immediately if dismissed from jury service.

ARTICLE XIII. RATES OF PAY

Section 1. PAY PERIODS: Pay dates shall be the fifteenth (if such date falls on a non-banking day the pay date shall be the preceding banking day), and the last banking day of the month.

Section 2. PAY SCHEDULE: Employees shall receive an additional \$2.00 per hour above base pay as a shift differential for each hour worked. Step increments will occur on July 1 of each year. Any new employee working a partial year will receive a step increment on July 1, regardless of hire date.

BUS DRIVERS

Hourly Rate

	<u>2024-25</u>	<u>2025-26</u>
1	25.09	25.84
2	26.00	26.75
3	26.23	26.98
4	26.55	27.30
5	27.26	28.01
6	27.76	28.51

TRANSPORTATION ASSISTANTS

Hourly Rate

	<u>2024-25</u>	<u>2025-26</u>
1	20.12	20.87
2	20.72	21.47
3	21.30	22.05
4	21.92	22.67
5	22.58	23.33
6	23.06	23.81

\$700/year (prorated for part-time) split shift allowance paid to each employee continuously employed between the dates of November 15th to January 15th of each school year. Payment to be received on the January 15 paycheck.

Longevity Pay: All employees with a minimum of ten (10) years of continuous service shall receive fifty cents (\$.50) per hour above base rate on July 1 of each year. All employees with fifteen (15) years of service shall receive an additional twenty-five cents (\$.25) per hour on July 1 of each year. All employees with twenty (20) years of service shall receive an additional twenty-five cents (\$.25) per hour on July 1 of each year. Longevity pay shall be included in the calculation of trip pay.

Section 3. OVERTIME:

Subd. 1. Overtime is incurred when an employee renders services at the specific direction of the Employer.

Subd. 2. Overtime will be calculated at one and one-half the employee's regular rate of pay for all hours worked in excess of 40 per workweek. A workweek commences at 6:00 a.m. on Monday.

Subd. 3. Overtime shall be calculated to the nearest minute.

Subd. 4. For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 4. TEMPORARY APPOINTMENT:

When a Bus Driver replaces a Transportation Assistant on a temporary appointment they shall receive their driver rate of pay. Any permanent assignment will be bid in the usual manner with the appropriate pay scale.

ARTICLE XIV. COMFORT AND SAFETY

Section 1. FIRST AID KITS: First aid kits shall be stocked and placed at each work location.

Section 2. REPORTS: All employees who are injured during the course of their employment shall file an accident report with the designated supervisor no matter how slight the injury, on a form

furnished by the employer. The employee injured seriously enough on the job to require a doctor's attention would get the rest of the day off with pay.

Section 3. COMPLIANCE WITH STATUTES: The employer shall comply with the provisions of Minnesota Statute, Chapter 732. Maintenance of safe work areas and the prevention of accidents are the continuing responsibilities of the employer and the employees. Employees shall be required to utilize all protective clothing or devices provided by the employer.

Section 4. SAFETY MEETINGS: The employer shall provide a minimum of six (6) mandatory hours of paid training per year. The Transportation Supervisor has the discretion to set schedule and identify training content.

ARTICLE XV. DURATION

Section 1. TERM AND REOPENING NEGOTIATIONS: This Agreement shall remain in full force and effect for a period commencing on July 1, 2022 through June 30, 2024. If either party desires to negotiate a successor Agreement, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. EFFECT: This Agreement constitutes the full and complete Agreement between the school district and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rule or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in the Agreement shall be construed to obligate the school district to continue or discontinue existing or past practices, or prohibit the school district from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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

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

ARTICLE XVI. CATASTROPHIC SICK LEAVE

Section 1. Upon reaching and continually maintaining a sick leave balance of 108 days, an employee is eligible to earn catastrophic sick leave. On July 1st of each year, one half of any unused sick days above the 108-day maximum will be credited to a catastrophic sick leave bank for the employee. The remaining days will be lost. A day is the length of the employee's workday. (Example: In July, an employee has 6 days over the 108 day maximum. Three (3) days are credited to the individual's severance account. This employee starts the next year with 108 sick days.) An employee may draw out of the catastrophic sick leave bank only if said employee has exhausted their current and accumulated sick leave pursuant to the applicable provision of the existing labor agreement. If the employee utilizes days in the catastrophic sick leave bank for sick leave purposes, those days are permanently lost and will not be restored.

Upon retirement, resignation or permanent layoff, all while in good standing with the School District, any days remaining will be paid to the employee. In the event of an employee's death, the

catastrophic sick leave pay provided herein will be paid to the employee's spouse or named beneficiary.

Section 2. This Article shall not apply to any person employed by the district in the classification of transportation assistant.

ARTICLE XVII. INSURANCE

Claims against the School District: The only obligation of the School District is to purchase insurance policies, the terms of which will define the scope of coverage, as provided by law and pay such amounts as agreed to herein. No claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

School District employees, or their family members, are responsible for the initial application of claim processing.

Section 1. Health: All employees who meet the full-time employee definition in accordance with the Patient Protection and Affordable Care Act (PPACA) will be offered to participate in the Employer group health and hospitalization insurance plan. There will no be Employer contribution toward the group health and hospitalization plan. Any cost of the premium for the School District's health insurance plan shall be bore by the employee and paid by payroll deduction. Those employees who do not meet the full-time employee definition in accordance with PPACA do not qualify for Employer group health and hospitalization insurance. Enrollment or insurance waiver forms must be completed by May 31 in order for the health insurance benefit to be effective July 1 of the same year. No late applications will be accepted without a qualifying event.

The School District's Minimum Value Insurance Plan option was added as a health insurance option on July 1, 2014. This plan is the Minimum Value Plan (i.e., Bronze Plan) as defined in the PPACA and the deductible amount will be indexed every year.

Section 2. Group Life: The District shall provide each employee working a minimum of 10 hours per week on a regular schedule a group term life insurance policy in the amount of \$20,000. Life insurance benefits decrease by 50% for employees reaching age 70. If permitted by the insurance carrier, any employee may obtain additional group term life insurance benefits for \$20,000 at the sole expense of the employee, with the premium payment made by payroll deduction through the School District. Actual coverage subject to conditions as defined by the group insurance policy.

Section 3. Long-Term Disability: The District will provide as a fringe benefit a long-term disability policy for each employee working a minimum of sixteen (16) hours per week with payments to begin sixty (60) calendar days after disability commences. Disabilities are subject to approval of the insurance carrier. Actual coverage subject to conditions as defined by the group insurance policy.

Section 4. Workers' Compensation:

Subd. 1. When an employee is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the school district will deduct the compensation received pursuant to the Workers' Compensation Act from the employee's regular rate of pay to the extent of the employee's earned sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portion of hours of sick leave that is used to supplement workers' compensation. Units credited shall be in no less than one hour increments.

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 a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

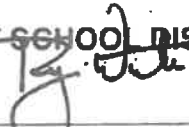
Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act and receives sick leave pursuant to this section shall submit their workers' compensation check stub data prior to receiving payment from the school district for their absence.


ARTICLE XVIII. HOLIDAYS

All employees shall be granted Labor Day, Thanksgiving, Christmas Day and Memorial Day as paid holidays on the basis of the regular hours worked per day.


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


INDEPENDENT SCHOOL DISTRICT NO. 564

By  05/24/2024
Chairperson – Ryan Walseth Date

By  5/24/24
Board Chief Negotiator – Chris Melbye Date

MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

By  7/1/24
Field Representative – Terri Knutson Date
Deanne Glynn

By  7/3/24
Steward – Mary Bruggeman Date