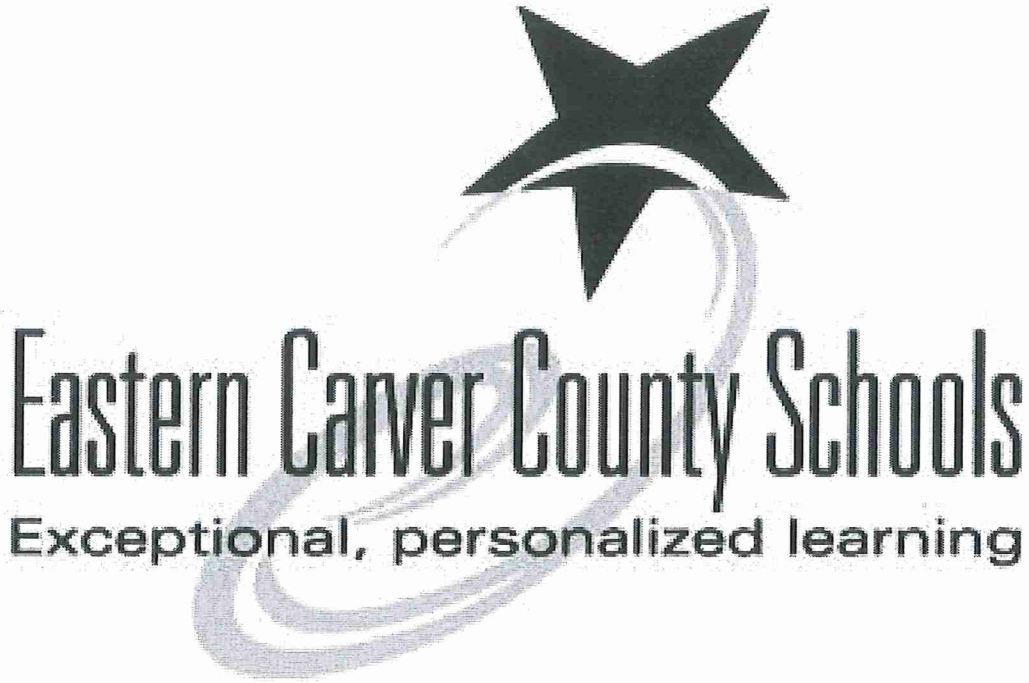

Definitions and Benefits Document
Bus Drivers and Dispatchers
Effective: July 1, 2024 through June 30, 2026

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Acknowledgment

The purpose of this Definitions and Benefits Document is to highlight information that will be useful and helpful to you. In this document you will find information pertaining to compensation, benefits and programs with which you should be familiar. This Definitions and Benefits Document is meant strictly for information purposes regarding the Transportation Service Employees at-will employment with the District. Nothing in this Definitions and Benefits Document creates, or is intended to create, a promise or representation of continued employment for any employee or an implied or express employment contract.

Article I
Definitions

Section 1. District or School District: For purposes of administering this document, the word/term "District/School District" shall mean the School Board of Independent School District No. 112 or its designated agents.

Section 2. Eligible Employees: The persons holding the following positions are subject to the terms of this document:

- School Bus Drivers
- Dispatchers

Section 3. Full-Time Employees: Employees holding the positions identified in Section 2 above shall be considered full time for benefits if they work both a morning and afternoon route in a regularly scheduled position (Bus Drivers) or if they work thirty (30) or more hours per week in a regularly scheduled position (Dispatchers).

Section 4. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefor, including fringe benefits, and the District's personnel policies affecting the working conditions of the employees. The definitions and benefits shall remain in full force and effect for the two (2) year period (2024-26). The employment of all individual eligible employees is considered to be at will. Therefore, any individual eligible employee identified in Article 1, Section 2, or the School District, may terminate an individual employee's employment at any time and for any reason.

Section 5. Anniversary Date: For the purpose of determining years of service, employee anniversary dates shall be calculated as follows: Employees hired prior to January 1 shall use the preceding July 1 as their anniversary date, and employees hired on or after January 1 shall use the succeeding July 1 as their anniversary date.

Section 6. Other Terms: Other terms not specifically defined in this Document shall have the meaning given them under the Public Employee Labor Relations Act (P.E.L.R.A.) or applicable Minnesota statute.

Section 7. Prior Documents: Any and all prior Documents, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions in this Document are hereby suspended.

Article II
School District Rights

Section 1. Inherent Managerial Rights: The employee recognizes that the District is responsible for all matters of inherent managerial policy. The matters include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure, and selection, and direction and number of personnel.

Section 2. School Board Responsibilities: The employee recognizes 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 opportunities for the students of the District.

Section 3. Effect of Rules, Regulations, Directives and Orders: The employee recognizes that he/she shall perform the duties prescribed by the District and shall be subject to School Board rules, regulations, directives, and orders, issued by properly designated officials of the School District. Any provisions found to be in violation of any such laws, rules, regulations, directives, and 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 managerial rights and managerial functions not expressly reserved in this Document. All managerial rights and managerial functions not expressly delegated are reserved to the District.

Article III
Employee Duties and Responsibilities

Section 1. Basic Duties: The employee shall perform all administrative services as directed by the District, in accordance with applicable state and federal laws and regulations, and observe all policies, rules and regulations established from time to time by the District.

Section 2. Terms of Service: The terms of service are a determination by the District of the hours, days, and weeks of service based on assignment of duties and responsibilities. Hours of the day and days of the week that employees are to work shall be scheduled by the employee's supervisor, subject to the approval of the Executive Director of Human Resources.

Article IV
Rates of Pay

Section 1. Effective Date: The wages reflected herein shall be effective July 1, 2024 through June 30, 2026. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the employee's then rate of pay until a successor Document is approved by the Board of Education.

Section 2. Placement/Prior Experience: Newly employed Bus Drivers with validated bus driving experience may be granted longevity credit for such experience at the sole discretion of the Executive Director of Human Resources /Designee

Section 3. Basic Rates of Pay: The following schedules shall be in effect from July 1, 2024 through June 30, 2026

	2024-25	2025-26
Bus Driver Training Rate (First 90 days)	$22.86	$24.06
Bus Driver Base Rate	$23.42	$24.65
Bus Driver Trainer Rate	$1.00/hr additional pay while performing duties	
Bus Driver Standby Rate	$.75/hr additional pay while performing duties	
Dispatcher Base Rate	$25.00	26.31

Section 4. Initial Placement: The placement of new Drivers and Dispatchers on the longevity schedule below (Section 5) shall be at the discretion of the District's Transportation Director. New Driver and Dispatcher prior years of verified relevant experience may be paid according to the schedule below.

Section 5. Longevity Rates of Pay; For the purpose of determining longevity rates of pay, employee longevity dates shall be calculated using the employee' anniversary date. Employees hired prior to January 1 shall use the preceding July 1 as their longevity date, and employees hired on or after January 1 shall use the succeeding July 1 as their longevity date. Longevity becomes effective July 1 according to an employee's anniversary date.
As of July 1, 2021, employees hired on or before July 1, 2021 and thereafter will be credited with a full year of experience if their date of employment falls between the preceding July 1 and December 31. Employees hired between January 1 and June 30 will use July 1 of the following year.

July 1, 2024 through June 30, 2026 Longevity Compensation Schedule: Employees who have completed the following years of service shall receive a longevity payment as show below in addition to the basic rate of pay as set forth in Section 3 above.

Years of Service	Longevity Compensation
Beginning Year 1-2	No additional compensation
Beginning Year 3-7	$.50 in addition to basic rate of pay
Beginning Year 8-13	$.60 in addition to basic rate of pay
Beginning Year 14+	$.75 in addition to basic rate of pay

Section 6. Overtime Pay; For hours worked in any week in excess of forty (40) hours, the employee shall be paid at the rate of 1½ times their regular rate of pay.

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Section 7. Emergency/Weather Closing: Employees shall receive their full pay for any emergency school closings due to inclement weather, power outages, etc. up to a maximum of 5 days. If the student school day is subsequently rescheduled and made up, employees will perform their regular assignment without additional compensation. Employees shall receive pay for their regular bid routes and will adjust their regular bid routes according to the announced starting time on delayed school opening days. If schools are closed early 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 8. 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 1½ hours, shall be paid a minimum of 1½ hours pay at the employee's regular rate.

Article V
Holidays and Vacation

Section 1. Schedule of Holidays. : All regular scheduled run bus drivers and dispatchers who work the scheduled entire business day prior to and after the holiday shall receive the following days as paid holidays:

Holiday	Drivers	Dispatchers
July 4		x
Labor Day		x
Thanksgiving Day	x	x
Day after Thanksgiving		x
Christmas Eve Day	x	x
Christmas Day	x	x
New Year's Eve Day		x
New Year's Day	x	x
*Martin Luther King Day		x
*President's Day		x
*Late Spring Break		x
Memorial Day		x
Floating Holiday #1	x	
Floating Holiday #2	x	
Total	6	12

*These days are scheduled holidays for employees (per the schedule above) only if scheduled as a school holiday. A school holiday is defined as a day with no students and no teachers. If any of these days are not scheduled as a school holiday, the employee is required to work and the employee may earn one (1) or more floating holidays (i.e. dispatchers who are required to work on Late Spring Break would receive one (1) floating holiday. The scheduling of a floating holiday is subject to mutual agreement between the employee and the Director of Transportation.

Should a designated holiday fall on a "non-working day", such as a Saturday or Sunday, the District will designate another date in lieu of the weekend holiday. Generally, this date will be a week day immediately preceding or following the weekend holiday.

Should a holiday be scheduled as a make-up student day due to an Emergency/Weather closing (Article III, Section 6) employees will perform their regular assignment without additional compensation and/or earning an additional floating holiday.

In the event an employee emergency situation occurs on the scheduled work day prior to or after a holiday, the employee must immediately notify the Director of Transportation of the emergency situation. Based on the emergency situation circumstances, the Director of Transportation may approve holiday compensation for the employee.

Bus drivers have two (2) floating holidays that can be requested on any non-student contact day between the start and end of the school year.

Section 2. Vacation Accrual Conditions and Definitions: All regular scheduled run bus drivers and dispatchers shall earn vacation days/hours as outlined below. Vacation days/hours awarded shall be proportionate to the employee's normal workday.

Subd. 1. Vacation Accrual: For the purpose of determining vacation , employee vacation day accrual shall be calculated using the employee' anniversary date. Employees hired prior to January 1 shall use the preceding July 1 as their vacation accrual date, and employees hired on or after January 1 shall use the succeeding July 1 as their vacation accrual date. Vacation accrual becomes effective July 1 according to an employee's anniversary date.

Subd. 2. New Employees: An employee in his/her first year of employment will be credited with vacation on a pro-rated basis for the days/hours worked in the year.

Subd. 3. Vacation Leave Use, Limitations and Conditions:

a) Vacation Leave is subject to the approval of the supervisor. Vacation Leave requests are awarded on a first come-first serve basis.
b) Requests for Vacation Leave shall be made via the District's online absence system at least 3 days prior to the use of a vacation day. In an extenuating circumstance, vacation leave requested less than 3 days prior to use may be approved by the Director of Transportation/designee
c) Vacation leave may be requested in one (1) hour increments
d) Vacation Leave may not be used in the first two (2) weeks of the school year or the last two (2) weeks of the school year unless prior written approval is received from the Director of Transportation Service/Designee.

Subd. 4. Vacation Carry-Over: Vacation that an employee accrues during a July 1 to June 30 contract year may be taken either during the contract year in which it is earned or up to June 30 of the next contract year. An employee may carry no more than one (1) year's vacation accrual into a fiscal year.

Subd. 5. Pro-rata Use in Year of Resignation/Retirement: In the year of an employee's resignation or retirement from the District, he/she may use days

earned on a pro-rata basis. If an employee should use more vacation than he/she has earned on a pro-rata basis, and the employee leaves the District for any reason, an adjustment will be made to his/her final payroll check.

Subd. 6 Vacation Allottment (based on years of service as a District 112 employee): Bus drivers and Dispatchers shall earn vacation according to the following schedule. Number of vacation days earned will be converted to hours (8 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours).

Years of Service as District 112 Employee	Bus Driver	Dispatcher (260 days)
Beginning Year 1	1 day	10 days
Beginning Years 2-5	2 days	12 days
Beginning Years 6-10	3 days	15 days
Beginning Years 11-15	4 days	20 days
Beginning Years 16+	5 days	25 days

Article VI
Insurance and Other Benefits

Section 1. Insurance:

Subd. 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the District.

Subd. 2. Eligibility: Employees regularly employed for both a morning and afternoon route shall be eligible to enroll in the District's group insurance plans.

Subd. 3. Health Insurance: For 2024-25, District 112 will contribute the sum of $527.50 per month ($6,330 annually) toward the premium for health insurance for each eligible Bus Driver and $555.66 per month ($6,668 annually) for each eligible Dispatcher who elects to enroll in the Districts' group health insurance plan. An employee electing more expensive coverage than the District's monthly/annual contribution will pay the additional premium cost through payroll deduction.

For 2025-26, District 112 will contribute the sum of $569.17 per month ($6,830 annually) toward the premium for health insurance for each eligible Bus Driver and $569.25 per month ($6,831 annually) for each eligible Dispatcher who elects to enroll in the Districts' group health insurance plan. An employee electing more expensive coverage than the District's monthly/annual contribution will pay the additional premium cost through payroll deduction.

Subd. 4. Dental Insurance: For 2024-2026, the District will contribute the sum of $1.00 per month ($12.00 annually) toward the premium for dental insurance for each eligible Driver and $2.00 per month for each eligible Dispatcher who elects to enroll in the District's group dental insurance plan. An employee electing more

expensive coverage than the District's monthly/annual contribution will pay the additional premium cost through payroll deduction.

Subd. 5. Long-Term Disability: The School District shall pay the full premium for coverage in the long-term disability insurance plan for eligible employees. For 2024-2026, the District shall pay the premium for an LTD policy that will be at 66.66% of base salary and a 60 calendar day waiting period.

Subd. 6. Life Insurance: The District will provide $50,000 of group term life insurance for each eligible employee. The principal sum benefit for any employees age seventy-five (75) and over shall be the amount specified by the policy and may be lower than the amount specified in this section. The administration of this plan will be consistent with the policies and procedures established by the insurance carrier.

Subd. 7. Duration of Insurance Contribution: An employee is eligible for contributions as provided in this article as long as the employee is employed by the District and enrolled in the District's group insurance plans. Upon termination of employment, all participation and District contributions shall cease.

Subd. 8. Claims against the School District: Employees agree that any descriptions of the insurance benefits contained in this document are intended to be informational only, and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District. The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this document, and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 9. Eligibility for Insurance Upon Retirement: An employee retiring from the District and under the provisions of the Public Employees Retiring Association (P.E.R.A.) and who is enrolled in the District's insurance plans may elect to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the retirement (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon the failure of the employee to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for a retiree, long term disability insurance coverage is not available.

Section 2. Flex Benefit Plan: All employees will have access to a "flex plan" addressing insurance, medical and childcare benefits.

Section 3. Health Savings Account (HSA): If eligible, employees enrolled in the High Deductible Health Plan will have access to a HSA. See Benefit Summary for details.

Section 4. Vision Insurance: All benefit eligible employees have access to Vision Insurance.

Article VII
Deferred Compensation Matching Program

Section 1. Participation: A deferred compensation program is available to all employees of this group through the District 112 School Board approved investment providers. All employees may participate whether or not they have been in the district long enough to qualify for the matching program.

Section 2. Deferred Compensation Matching Program: All full-time employees, as defined in Article 1, Section 3 (employees regularly employed for both a morning and afternoon route) shall be eligible their second (2nd) year of employment in District 112 to participate in the deferred compensation matching program.

Subd. 1. An eligible employee must notify the payroll office, in writing, of his/her intention to participate in the District's matching program and the amount of the employee's contribution. This notice shall continue from year to year at the specified amount unless the employee notifies the payroll office in writing of any change. Eligible employees may elect to participate in the District's matching program at the time of open enrollment (for the following contract year) or at any time during the eligible contract year.

Subd. 2. The District will pay its matching share of FICA and PERA taxes as provided for in the Minnesota Deferred Compensation legislation.

Subd. 3. District 112 will match eligible employee contribution in the following amounts for July 1, 2024 through June 30 – 2026 (based on years of service as a District 112 employee).

Years of Service as District 112 Employee	Maximum Matching Contribution
Beginning year 1	= not eligible
Beginning year 2 through 10	= up to $400
Beginning year 11+	= up to $800

Subd. 5. Employees on unpaid leave may not participate in the Deferred Compensation Matching Program.

Subd. 6. The provisions of this article are subject to all limitations relating to such plans as provided by law.

Article VIII
Leaves of Absence

Section 1. Sick Leave:

Subd. 1. Bus Drivers shall be credited with nine (9) days (72 hours for an 8 hour per day employee and pro-rata hours for employees working less than 8 hours per day) of sick leave per fiscal year. Dispatchers shall be credited with twelve (12) days (96 hours for an 8 hour per day employee and pro-rata hours for employees working less than 8 hours per day) of sick leave per fiscal year. However, if an employee leaves the District without having earned on a pro rata basis, the number of sick leave days the employee has used, the District shall reduce the employee's final paycheck for any unearned sick leave days.

Subd. 2. Unused sick leave days, or pro rata days may accrue to a maximum credit of one hundred and five (105) days (840 hours for an 8 hour per day employee and pro-rata hours for employees working less than 8 hours per day). of sick leave per employee. The yearly sick leave credit shall be in addition to the total accumulation of the available days as defined by this Subdivision.

Subd. 3. Sick leave shall be allowed by the District when an employee's absence is found to have been due to illness which prevented his/her performance of duties on that day or days. Sick leave may also be used for medical and dental appointments, however medical and dental appointments should be scheduled outside of the work day whenever possible.

Subd. 4. Sick leave pay shall be approved only upon submission of such request through the District's leave system. Sick leave may be requested in one (1) hour increments.

Subd. 5. The District may require an employee to furnish a medical certificate from the attending physician as evidence of illness, indicating such absence was due to illness, disability or childbirth in order to qualify for sick leave pay.

Subd. 6. In an absence for personal illness of three (3) or more consecutive working days, the District may require certification by the attending physician along with notice of employee's being in good health and able to resume his/her duties upon return.

Subd. 7. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 8. An employee may use personal sick leave up to the amount accumulated for serious illness of the employee, or the employee's spouse or child. An employee may also use sick leave not to exceed five (5) days (40 hours for an 8 hour per day employee and pro-rata hours for employees working less than 8 hours per day) per year for serious illness involving the employee's parent, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, spouse's parent, or person residing in the employee's household. In extenuating circumstances, an employee may make an additional request for use of sick leave and/or an extension to the five (5) day limit to the Superintendent/designee. An

employee may also use sick leave in accordance with Minn. Stat. 181.9413 (2020) as amended (see District 112 website, Human Resources for a complete description on use of sick leave).

Subd. 9. When sick leave has been exhausted, the Superintendent shall be authorized by order of the School Board to grant an extended leave of absence without pay to satisfy the requirements of Public Employees Retirement Association for disability and death benefits.

Subd. 10. Eligible employees (employees regularly employed for thirty (30) hours or more per week-in a regularly scheduled position) will have the ability to sell sick leave days at their current daily rate of pay (at the time of open enrollment only), and apply those dollars toward the cost of other benefits (i.e. health insurance, dental insurance, supplemental life insurance, accidental death and dismemberment insurance, long term disability insurance, flex) or cash.

Eligible employees will have the ability to sell sick leave days at their current daily rate of pay as follows:

Employees with 20 days accumulated sick leave can sell up to 2 future days
Employees with 30 days accumulated sick leave can sell up to 4 future days
Employees with 40 days accumulated sick leave can sell up to 6 future days
Employees with 60 days accumulated sick leave can sell up to 8 future days

Section 2. Bereavement Leave:

Subd. 1. All full-time employees may be granted with administrative approval up to five (5) bereavement days (40 hours for an 8 hour employee and pro-rated hours for employees working less than 8 hours), non-accumulative, for absence due to a death. Use of these days does not result in a deduction from sick leave. Bereavement Leave may be requested in one (1) hour increments

Subd. 3. Should additional time away from work be needed as the result of a death, sick leave and/or vacation leave may be used by the employee to meet the need. Should additional time away from work be needed as the result of a death the employee should notify (in writing) the Executive Director of Human Resources.

Section 3. Child Care/Adoption Leave:

Subd. 1. A child care/adoption leave may be granted by the District, subject to the provisions of this section, to one (1) employee-parent of a child, provided such employee-parent is caring for the child on a full-time basis.

Subd. 2. An employee making application for child care/adoption leave shall inform the Superintendent/designee in writing of the intention to take the leave at least three (3) calendar months before commencement of the intended leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability (i.e. an employee giving birth shall

be able to use accumulated sick leave for the employee's duty days during the six to eight continuous calendar weeks (doctor's normal prescribed time period of disability due to childbirth) following the delivery of the child. An employee adopting a child may use up to six (6) continuous calendar weeks/thirty (30) continuous days of vacation or personal days and/or accumulated sick leave following the adoption of a child. Non-duty days, such as breaks, holidays, summer and weekends are included in the determination of the six to eight continuous calendar weeks. Accumulated sick leave may not be used on non-duty days). A pregnant employee will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery. Up to ten (10) consecutive vacation or personal days and/or accumulated sick leave days may be granted to an employee whose spouse gives birth immediately following the birth of the child and to the adoptive parent following the adoption of a child. Non-duty days such as breaks, holidays and summer will be considered in the determination of the number of vacation or personal days or accumulated sick leave days granted for reasons of childbirth and adoption. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave.

Subd. 4. The District may adjust the proposed beginning or ending date of a child care/adoption leave so that the dates of the leave are coincident with some natural break in the school year. The availability of a substitute employee may also be considered by the District in the granting of a child care/adoption leave or the duration thereof.

Subd. 5. In making a determination concerning the commencement and duration of a child care/adoption leave, the District shall not, in any event, be required to:

1. grant any leave more than twelve (12) months in duration.
2. permit the employee to return to employment prior to the date designated in the request for child care/adoption leave.

Subd. 6. An employee returning from child care/adoption leave shall be reemployed in a position for which qualified unless previously discharged or laid off.

Subd. 7. Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the District and the employee mutually agree to an extension in the leave.

Subd. 8. Leave under this section may be without pay or fringe benefits.

Subd 9. An employee on Child Care Leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the employee pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the employee to pay the premiums to the District/Third

party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for an Unpaid/Child Care Leave, long term disability insurance coverage is not available.

Section 4. General Leave: Request for a "leave of absence" without pay or benefits may be presented in writing to the Superintendent/designee. The administration of the District reserves the right to grant or deny such a request, at its discretion.

Subd. 1. In making a determination concerning the commencement and duration of a General leave, the School District shall not, in any event, be required to:

1. grant any leave more than twelve (12) months in duration,

2. permit the employee to return to employment prior to the date designated in the request for the leave.

Subd. 2. An employee returning from a general leave shall be reemployed in a position for which qualified unless previously discharged or laid off.

Subd.3: An employee on general leave is eligible to continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the teacher pay the entire premium for such group insurance programs commencing with the beginning of the leave (see District Website, Human Resources for specific coverage available). It is the responsibility of the employee to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon termination of employment, failure of the teacher to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for an Unpaid/General Leave, long term disability insurance coverage is not available.

Section 5. Leave Extensions for Child Care and General Leaves: An employee on a child care leave (of less than one year) shall notify the Executive Director of Human Resources, in writing, of their intention to request a leave extension at least 30 calendar days prior to the scheduled return date. An employee on a general leave (of less than one year) shall notify the Executive Director of Human Resources, in writing, of their intention to request a leave extension at least 45 calendar days prior to the scheduled return date. Employees will be notified of the status of their extension request no later than 20 calendar days prior to the specified return date. Should the leave extension be denied, the employee is expected to return on the date arranged at the time of the leave approval. In extenuating circumstances, the employee may request an exception to the above timeline. The granting of such an exception shall be at the discretion of the district.

Section 6. Family and Medical Leave (FMLA): FMLA leave shall be granted pursuant to applicable law.

Section 7. Military Leave: Military family Leave shall be granted pursuant to applicable law.

Section 8. Religious Leave: Employees shall be granted one (1) day of religious leave per year with no loss of pay upon verification to the Executive Director of Human Resources that the purpose of the religious leave is a traditionally required religious observance of their particular faith and/or creed. Additional leave with pay may be granted by the Executive Director of Human Resources.

Section 9. 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 incurred while in the employ of the School District, the School District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave, personal days and/or vacation pay.

Subd. 2. A deduction shall be made from the employee's accumulated personal days, vacation or sick leave accrual time according to the portion of days of personal days, sick leave or vacation time which is used to supplement workers' compensation.

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

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

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave, personal leave or vacation pay pursuant to this section shall submit his/her worker's compensation check, endorsed to the School District, prior to receiving payment from the School District for his/her absence, pursuant to Subds. 1-4 above.

Subd. 6. An employee of the District shall not be entitled to sick leave, personal day or vacation pay benefits under this section if he/she is injured while in the employment of another employer nor shall there be any accrual of such during the period of convalescence from the injury.

Section 10. Jury Duty: An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to fulfill this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the School District, less the mileage per diem and other

expenses as regulated by State guidelines. To qualify for this payment, the employee must return to his/her regular duties on being dismissed from jury duty.

Section 11: Donation of Leave Day to Another Employee: Any employee covered by the terms of this Agreement may contribute a total of four (4) days per fiscal year (July 1-June 30) of his/her accumulated sick leave, or vacation, or personal days, to another employee (up to two (2) days may be donated to the same employee) for the following reasons:

1. The employee receiving the donation is being placed on long term disability (LTD) and has insufficient sick leave, vacation days, and/or personal days to meet the LTD waiting period without loss of income. Only the minimum number of days necessary to meet the terms of the LTD waiting period after the recipient has used his/her accumulated sick leave days may be donated; or
2. The employee receiving the donation has experienced a catastrophic circumstance, as determined by the Superintendent/designee, that resulted in a zero (0) balance of the employee's sick leave, vacation, and/or personal days.

Guidelines to request a donation of a day and/or how to donate a day to another employee may be requested through the District 112 Human Resource Department.

Article IX
Retirement

Section 1. Eligibility to Participate in District Group Insurance Plans at Retirement: An employee, retiring from District 112, and under the provisions of the Public Employee Retirement Association (PERA) and who is enrolled in the District's insurance plans, may continue to participate in group insurance programs (health insurance, dental insurance, life insurance, supplemental life insurance) as permitted under the insurance policy provisions provided the Association member pay the entire premium for such group insurance programs commencing with the beginning of the retirement (see District Website, Human Resources for specific coverage available). It is the responsibility of the Association member to pay the monthly premium amounts in advance and on such dates as determined by the District/Third Party Administrator. The right to continue participation in such group insurance programs will discontinue upon the failure of the Association member to pay the premiums to the District/Third party administrator, or the expiration of insurance availability under the insurance policy provisions. Since long-term disability insurance coverage replaces salary, and there is no salary for a retiree, long term disability insurance coverage is not available.

Section 2. Post-Retirement Health Care Savings Plan: The School District shall provide an opportunity for the employees covered by this agreement to participate in a post-retirement health care savings plan as authorized under MS 352.98.

Article X
Discipline, Reduction In Force, Termination

Section 1. Discipline as a Result of Employee Action: Although employment is at-will, the District shall have the right to impose discipline on employees.

Section 2. Reduction in Force/Realignment of Positions: In the event of reduction in force or realignment of positions the District will attempt to give employees as much notice as possible.

Section 3. Termination of Employment: When the District or an employee wishes to terminate employment, written notice stating the last day of employment shall be given to the other party.

Article XI
Miscellaneous

Section 1. Pay Dates: Bus Driver and
Dispatcher pay dates shall be on the fifteenth (15th) and the last day of each month.

Section 2. Direct Deposit: All employees shall be paid through direct deposit.

Section 3. Per Diem and Mileage Allowance: The District shall reimburse an employee for eligible per diem business and mileage expenses incurred as a result of performing job related responsibilities. Reimbursement shall be consistent with District 112 Board Policy.

The parties have approved this document as to form only:

Bus Drivers/Dispatchers

Tammy Diethelm
Representative

Diane Gherity
Representative

Dave Johnson
Representative

Fred Whitney
Representative

Ed Gysler
Representative

Joel Tomashek
Representative

Independent School District 112

Jenny Stone
Board Chair

Sean Olsen
Board Vice Chair/Board Clerk

Erin Rathke
Superintendent

Matt Brain
Executive Director of Human Resources

Date of Board Action: August 19, 2024