



**DEFINING EXCELLENCE**

**MASTER AGREEMENT**

**INDEPENDENT SCHOOL DISTRICT NO. 273,**

**EDINA PUBLIC SCHOOLS**

**AND THE**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 284**

**REPRESENTING**

**TRANSPORTATION EMPLOYEES**

**JULY 1, 2024 THROUGH JUNE 30, 2026**

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## 1. Introduction

### 1.1 Master Agreement

This Agreement is made and entered into by and between Independent School District No. 273, Edina Public Schools, ("Employer" or "District") and Service Employees International Union, Local No. 284, ("Union" or "Exclusive Representative").

### 1.2 Recognition

The Employer recognizes the Union as the exclusive representative for the purpose of negotiating terms and conditions of employment for all transportation employees employed by Independent School District No. 273, Edina, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding managerial, confidential, supervisory and all other employees.

### 1.3 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 terms and 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 Union.

### 1.4 Union Dues

Employees shall have the right to request and be allowed dues checkoff for the Exclusive Representative. The Exclusive Representative will submit a written certification to the Employer that the Exclusive Representative has received an authorization signed by the employee authorizing the deduction of union dues. The Employer will deduct monthly the dues that employees have agreed to pay to the organization during the period provided in said authorization and remit these dues to the Union. The Union will indemnify, defend, and hold the District harmless against any claims made against and any suits instituted against the Employer, its officers, or employees, by reason of the deduction of union dues.

### 1.5 Union Access to Information

Upon the Union's request, the Employer shall make available to

the Union a bargaining unit list of employees including name, address, phone numbers, electronic mail address(es), work hours, work location, job classification, wage schedule placement, and dates of employment. Additionally, the Employer will notify the Union of new hires, transfers out of the bargaining unit, and separations from employment, in the time period required by law.

1.6 Managerial Rights

State law has vested in the Employer the full authority and power to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, rules, and regulations for the Employer. All such authority and power of the Employer will continue unimpaired, except as limited by a specific provision of this Agreement.

1.7 Provisions Contrary to Law

Any portion of this Agreement that violates any provision of state or federal law, or any rules or regulations promulgated thereunder, either now or hereafter, are null and void and without force and effect.

If any provision of this Agreement or the application of any provision under any circumstances is held invalid, that provision is severable, and it will not affect any other provisions of this Agreement or the application of provisions under other circumstances.

**2. WAGES AND OTHER COMPENSATION**

2.1 Hourly Wage Schedules

**2024-2025**

The following hourly wage schedule applies during the period of July 1, 2024 through June 30, 2025:

<b>Step</b>	<b>Bus Mechanic*</b>	<b>Interschool Mail Driver*; Route Programmer*</b>	<b>Lead Bus Mechanic*</b>	<b>Bus Driver</b>
<b>1</b>	\$32.43	\$29.06	\$39.83	\$25.86
<b>L6</b>	\$32.71	\$29.34	\$40.09	\$26.14
<b>L11</b>	\$32.98	\$29.62	\$40.37	\$26.41
<b>L16</b>	\$33.26	\$29.89	\$40.65	\$26.69
<b>L21</b>	\$33.52	\$30.16	\$40.92	\$26.95

\*12-month position.

**2025-2026**

The following hourly wage schedule applies during the period of July 1, 2025 through June 30, 2026:

<b>Step</b>	<b>Bus Mechanic*</b>	<b>Interschool Mail Driver*; Route Programmer*</b>	<b>Lead Bus Mechanic*</b>	<b>Bus Driver</b>
<b>1</b>	\$33.40	\$29.93	\$41.02	\$26.64
<b>L6</b>	\$33.69	\$30.22	\$41.29	\$26.92
<b>L11</b>	\$33.97	\$30.51	\$41.58	\$27.20
<b>L16</b>	\$34.26	\$30.79	\$41.87	\$27.49
<b>L21</b>	\$34.53	\$31.06	\$42.15	\$27.76

\*12-month position.

**2.2 Credit for Outside Experience**

The Employer may grant credit for prior experience to a new employee and place the employee at the appropriate level on the wage schedule. Any credit granted must be for same or similar work as the work to be performed for the Employer. Upon the request of the Union Steward, the Employer will provide its basis for granting experience credit for a new employee.

**2.3 Longevity Steps**

Eligibility for advancement to a longevity step on the wage schedule will be determined as of July 1 with new employees hired prior to January 1 considered to have worked for one year for the purposes of step advancement. Employees will qualify to move to the applicable longevity step of the hourly wage schedule after five (5) years, ten (10) years, fifteen (15) years, and twenty (20) years of service to the Employer within this bargaining unit.

For employees employed prior to July 1, 2022, the longevity calculation will include years of service in the combined Transportation Department and Buildings and Grounds Department bargaining unit that existed prior to the BMS Unit Amendment Order of August 2022. Effective January 1, 2023, employees granted credit for outside experience at the time of hire resulting in an initial placement on a longevity step will advance to the next longevity step after five years of service to the Employer within this bargaining unit (e.g., an employee granted outside experience and placed at step L6 at the time of hire must work five full years for the Employer before advancing to step L11).

#### 2.4 Wage Differential for Multi-District (UFARS Finance Code 714) Routes

A bus driver assigned to a multi-district (UFARS Finance Code 714) route will receive a wage differential of \$5.00 per hour while driving this route. As listed in Appendix A, employees assigned to these routes at the time of ratification and approval of the 2022-2024 contract were grandpersoned at the \$7.00 per hour wage differential in place at that time.

#### 2.5 Wage Differential for Transportation of Students with Special Needs

An hourly bus driver regularly assigned to transport students with special needs will be paid a differential of \$1.00 per hour. This differential will also be applied for the hours that an hourly paid driver is transporting student(s) in wheelchairs on field trips.

#### 2.6 Wage Differential for Substitute Bus Driver

Hourly bus drivers regularly assigned to drive routes on a substitute basis will be paid a differential of \$1.00 per hour. This differential will also be paid to other drivers who substitute on a route but limited only to those hours worked as a substitute bus driver.

#### 2.7 Wage Differential for Automotive Service Excellence (ASE) Certification

A mechanic that holds a valid Master Certification from ASE is eligible to receive a wage differential of \$2.00 per hour. A mechanic that has passed at least four (4) certification tests is eligible to receive a wage differential of \$1.00 per hour. To receive the wage differential, a mechanic must provide the Human Resources Department with a copy of their certification. The wage differential will be added to the mechanic's hourly rate beginning with the first payroll following such receipt. A mechanic must retest every five (5) years to maintain their ASE certification and eligibility for the wage differential.

#### 2.8 New Classification

A current employee who moves to a higher paid classification will be placed at (1) the first step of the wage schedule in the new classification or (2) at the first step that exceeds their current hourly rate by at least \$0.50 per hour, whichever is

greater.

### 2.9 Recruitment of New Bus Drivers and Mechanics

An employee will receive \$250.00 from the Employer for each new bus driver or mechanic that the employee recruits to work for the Employer. The compensation will be provided after the recruited bus driver or mechanic completes the probationary period set forth in Section 13.1.

### 2.10 Shift Differentials for Approved Custodial Work

Employees approved by the Buildings and Grounds Department to perform custodial work outside of an employee's assigned transportation work schedule will receive all shift differentials provided in the Custodial contract.

## **3. HOURS, ASSIGNMENTS, AND OVERTIME**

### 3.1 Regular Work Week

The regular work week consists of five (5) consecutive days totaling forty (40) hours. The workweek commences at 12:01 a.m. on Monday and concludes at midnight the following Sunday. This workweek will be used to determine overtime. The five (5) consecutive days need not fall within a single Monday through Sunday work week.

### 3.2 Route Times for Bus Drivers

Route times are calculated by the Supervisor of Transportation Services as the route schedules are developed. These times are approximations and may be amended if an employee finds the employee's route takes a longer period of time to complete, subject to review with the supervisor. The employee is compensated based upon the time worked.

### 3.3 Overtime

An employee will be paid at one and one-half (1.5) times the employee's regular rate for work in excess of forty (40) hours per week, which includes days worked and holidays. Hours not worked by a school-term employee due to a holiday will count as hours worked for purposes of calculating when an employee has exceeded forty (40) hours of work in a workweek and is thus entitled to overtime pay. Sick leave and vacation days will not be included in calculating overtime.

Overtime hours worked on a holiday designated in this Agreement will be paid at two (2) times the regular rate. This payment is in addition to any holiday pay the employee may be eligible for under the terms of this Agreement.

School-term employees scheduled to work non-overtime hours on the holidays recognized in this Agreement are paid at one and one-half (1.5) time their regular rate.

Overtime will be assigned to employees and is rotated as equitably as possible among the employees who are qualified to handle the work as determined by the Employer. When the Employer has been notified of possible overtime situations, the overtime work will be posted one (1) week prior to the scheduled event. In the event no employee is willing to work overtime, the Employer will assign an employee on a rotational basis using reverse seniority at the building.

The Employer, insofar as possible, will include pay for the overtime with the paycheck for the period following the period in which the overtime was earned.

Overtime pay will be calculated using the employee's regular rate of pay as defined by state and federal law.

#### 3.4 Snowplowing Overtime

An employee who is assigned or approved to work hours outside the employee's assigned shift for snowplowing purposes will be compensated at one and one-half (1.5) times the regular rate.

#### 3.5 Return to Work Pay

An employee called into work receives a minimum of two (2) hours of pay regardless of hours worked. This "called into work" provision does not include the extension of a regular shift.

#### 3.6 Emergency Transfers

The Employer may transfer an employee in an emergency or to fill a temporary vacancy without posting that position, provided the transfer does not exceed one-hundred eighty (180) calendar days. During the period of reassignment, if the temporary assignment is to fill a Bus Mechanic or Lead Mechanic position, the employee will be paid at the rate of pay provided for the temporary position under the terms of this Agreement. The Employer will notify in writing the union steward of transfers exceeding five

(5) days indicating the effective date of the temporary transfer. This notification will be completed prior to the tenth (10<sup>th</sup>) day of the temporary transfer.

#### 4. VACATION AND HOLIDAYS FOR TWELVE-MONTH EMPLOYEES

A twelve-month employee receives vacation days as follows:

<u>Years of Service in Unit</u>	<u>Number of Vacation Days</u>
1-5	10
6-12	15
13-19	20
20 or more	25

A twelve-month employee will be credited with vacation on a prorated basis at the time of hire and each subsequent July 1. Upon an employee's departure from employment with the Employer any used, unearned vacation will be deducted from the employee's final payment. A twelve-month employee may carry up to ten (10) days of vacation from one fiscal year to the next fiscal year.

##### 4.1 Vacation Scheduling for Twelve-Month Employees

An employee may schedule vacation on any day or days subject only to the requirement that sufficient employees remain on the job to constitute an efficient work force, as determined by the Supervisor of Transportation Services.

All vacation requests submitted prior to March 1st for the following fiscal year (July 1 to June 30) will be granted on a seniority basis. All other requests for vacation must be received by the supervisor two (2) weeks in advance and will be granted on a first come first serve basis.

##### 4.2 Holidays for Twelve-Month Employees

Twelve-month employees will receive twelve (12) holidays with pay per year. Placement of days is determined by the Employer, after consultation with the Union Steward. Holiday pay is based on an employee's regular daily hours.

#### 5. HOLIDAYS FOR SCHOOL-TERM EMPLOYEES

School-term employees regularly scheduled to work each week are eligible to receive nine (9) paid holidays. Placement of the days is determined by the Employer, after consultation with the

Union Steward. Holiday pay is prorated based on an employee's regular daily work hours. If an employee's regular daily work hours vary each day, their regular daily work hours will be calculated based on their regular weekly work hours. For example, if an employee regularly works twenty (20) hours per week over five (5) days, then their regular daily work hours would be four (4) hours per day.

School-term employees who work at least sixty (60) hours between school terms (i.e., during the summer months) are eligible for one (1) additional paid holiday. The summer holiday pay will be issued on either the July 30 or August 30 payroll, depending on when the employee completes the required sixty (60) hours.

#### **6. PHYSICAL EXAMINATIONS FOR BUS DRIVERS**

State law requires annual or biennial physical examinations for bus drivers. The Employer will pay for a driver's required physical examination, whether annual or biennial.

If a full-time employee with three (3) or more years of seniority with the Employer fails to qualify as a bus driver but is certified by the Employer's physician to be capable of doing custodial work, the employee will be transferred to a vacant custodial position, if approved by the Employer.

#### **7. INCLEMENT WEATHER**

On days when school is canceled due to inclement weather, an employee normally assigned solely to school bus driving duties will not report to work, but is paid for the regular amount of hours worked on a normal school day. An employee normally assigned to other duties beyond school bus driving may work remotely as approved by their supervisor.

#### **8. TEMPORARY CUSTODIAL WORK**

A transportation employee may express their interest in performing temporary custodial work by contacting the Buildings and Grounds Department. The decision to grant a transportation employee's request to perform temporary custodial duties is at the sole discretion of the Director of Buildings and Grounds. During the school year, the rate of pay will reflect step one (1) of the custodian wage schedule. The Director of Buildings and Grounds will determine the hourly rate of pay for temporary summer assignments.

## 9. INSURANCE

### 9.1 Hospitalization-Medical Insurance

An employee working twenty-five (25) or more hours per week may enroll for single, single plus one, or family coverage in the Employer's hospitalization-medical insurance program.

Participation in this program is voluntary. The maximum monthly Employer contribution toward the premium for the type of coverage in which a full-time employee is enrolled will be as follows:

Type of Coverage	Employer Maximum Monthly Contribution	Employer Maximum Monthly Contribution as of 01/01/2025
Single	\$701.43	\$775.00
Single + One	\$1,215.40	\$1,240.00
Family	\$1,564.57	\$1,590.00

Eligible employees who are legal spouses may choose to be covered under separate, single Employer hospitalization-medical insurance plans ("plan"). If eligible employees who are legal spouses choose to be covered by a family or single plus one plan, the married employees will receive a monthly Employer contribution equal to two (2) single Employer contributions to the enrollee's premium. This election must be made during (1) the open enrollment period or (2) upon the occurrence of a qualifying event, as defined by the hospitalization-medical insurance carrier.

If an employee selects a plan for which the monthly premium is less than the Employer contribution toward the premium, the Employer will deposit the excess contribution into the employee's health reimbursement account.

An employee enrolled in the Employer's hospitalization-medical insurance program will contribute through payroll deduction any excess of the monthly premium over the maximum Employer contribution toward the type of coverage for which the employee is enrolled.

An employee receiving wage replacement benefits from the Employer's workers' compensation carrier, or the long-term disability carrier remains eligible for the Employer contribution towards a plan.

## 9.2 Dental Insurance

An employee working twenty-five (25) or more hours per week may participate in the Employer's dental plan. An employee who enrolls in the program will contribute the entire premium through payroll deduction.

## 9.3 Life Insurance

A twelve-month employee working twenty-five (25) or more hours per week is eligible to participate in the Employer's group term life insurance program and is insured for an amount equal to the whole number of thousands of annual base wages. The Employer pays the entire premium for this coverage.

A school-term employee is eligible to receive a \$10,000 term life policy. The Employer pays the entire premium for this coverage.

## 9.4 Accidental Death and Dismemberment Insurance

A twelve-month employee working twenty-five (25) or more hours per week is eligible for accidental death and dismemberment insurance in an amount equal to the employee's annual wages rounded up to the next whole thousand. The Employer pays the entire premium for this coverage.

A school-term employee working twenty-five (25) or more hours per week is eligible for accidental death and dismemberment insurance in an amount equal to \$10,000. The Employer pays the entire premium for this coverage.

## 9.5 Long-Term Disability Insurance

An employee working twenty-five (25) or more hours per week is eligible to participate in the Employer's long-term disability insurance program. The Employer pays the entire premium for this coverage.

## 9.6 Flexible Benefits Plan

An employee is eligible to participate in the Flexible Benefits Plans established by the Employer, however, the employee must meet all other requirements for eligibility set forth in the Flexible Benefits Plans.

## 10. RETIREMENT

### 10.1 Retirement

An employee who retires may elect to maintain participation in the Employer's hospital medical insurance program by paying the full premium costs of this program in accordance with Minn. Stat. § 471.61.

### 10.2 Severance Pay

#### 10.2.1 Eligibility for Severance Pay (Employees hired prior to July 1, 1990)

In order to be eligible for severance pay, an employee must have attained the age of fifty-five (55) years as of June 30 of the school year in which an application is made and must have completed a minimum of twenty (20) full years of continuous service to the Employer.

Severance pay is only available to employees hired prior to July 1, 1990. No severance pay will be paid to any employee who is discharged for cause.

#### 10.2.2 Severance Pay Payment

At the time of retirement, unused sick leave accumulation over ninety (90) days will be converted to severance pay at the rate of one day of severance pay for each two (2) days of sick leave. The amount of severance pay is determined by multiplying \$85.00 by the number of days of severance pay for which the employee is eligible. In no case, however, will the severance pay exceed \$5,000.

#### 10.2.3 Application and Payment

An employee's application for severance pay at the end of the school year must be submitted to the Human Resources Department by February 1. An employee will receive the employee's severance payment in three (3) equal installments. These payments will be made on July 15 of each year, following the effective date of retirement in accordance with Minn. Stat. § 465.72.

#### 10.2.4 Reduction for Tax-Deferred Matching Contribution

The amount of severance pay for which an employee may be eligible under this section is reduced by the amount of any

Employer contribution that has been made to that employee's tax-deferred matching contribution plan account.

### 10.3 Retirement Savings Plans

An employee may participate in a retirement savings program by contributing a portion of the employee's annual base wages to this program. A list of eligible programs is available on the Employer's website and with the Business Services Department.

### 10.4 Tax-Deferred Matching Contribution Plan

An Employer contribution is payable to an employee's tax-deferred matching contribution plan, subject to the following provisions.

#### 10.4.1 Eligibility

Only an employee who is beginning their sixth (6<sup>th</sup>) year of service as determined under Section 2.3 and whose regular assignment is equivalent to or greater than twenty-five (25) hours per week is eligible for the matching Employer contribution provided in this section.

#### 10.4.2 Approved Plan

The employee's tax-deferred matching contribution plan must be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b).

#### 10.4.3 Matching Wage Deduction

The Employer contribution is not payable unless the employee authorizes a matching wage reduction in the amount they are eligible to receive in Section 10.4.4 for the same period.

#### 10.4.4 Employer Contribution

Employer contribution will be up to two (2) percent of the employee's annual base wages.

#### 10.4.5 Employee and Employer Contribution

The Employer contribution and matching employee contribution will be made to an Employer-approved company

of the employee's choice, subject to Section 10.4.2. The employee is responsible for making all arrangements required by the company to ensure that proper payment can be made by the Employer.

## **11. UNIFORMS**

Employees shall report to work with the uniform type approved by the Director of Business Services or designee. Items requiring an official logo must be purchased through an approved vendor. If an employee is required to wear a uniform, the employer will pay an annual uniform allowance to the employee in the amount of \$225.00. New employees must purchase their uniforms within thirty (30) days after employment and will receive the uniform allowance on their first paycheck.

## **12. LEAVES OF ABSENCE**

### **12.1 Requests for Leave**

Leave requests should be submitted to the employee's supervisor. The supervisor will respond to the leave request as soon as possible but within a maximum of three (3) working days after receiving the leave request.

If the supervisor is not available to make the decision within this timeframe, or if a leave is denied and the employee disagrees with the decision, the employee should contact the Human Resources Department to discuss the leave. Any unique circumstances surrounding the leave request will be considered as it relates to legal obligations or other factors presented by the employee.

In situations where the number of leave requests exceeds the ability to grant the leave, leave approvals will first be determined by the request date of the leave with seniority being the secondary criteria.

#### **12.1.1 Leaves for Good Cause**

There is no loss of job or seniority in case of leaves of absence for good cause. The Employer determines whether the leave of absence is for good cause.

### **12.2 Sick Leave**

An employee is entitled to sick leave of one (1) working day per

month worked, accumulative without limit. An employee will be credited with sick leave on July 1. If employment is concluded before the end of any year, sick leave days will be prorated. Accumulated sick leave is to be used for personal illness or serious illness of the employee's immediate family.

An employee may use leave allowance provided by the Employer for absences due to an illness or injury to the employee's dependent child, adult child, spouse, sibling, parent, grandparent, or stepparent, for such reasonable periods as the employee's attendance may be necessary, on the same terms the employee is able to use accumulated leave allowance for the employee's own illness or injury and in accordance with state and federal law.

When a medical doctor certifies that home care is essential because of illness or injury of the employee's spouse, the employee may deduct up to fifteen (15) days from accumulated leave allowance at no wage deduction.

If the Employer reasonably believes that an employee is abusing the use of sick leave, the Employer may require the employee to provide a note from a physician indicating that an absence was due to illness that prevented the employee from performing their work duties in accordance with state and federal law. Normally, the Employer will provide advance notice to the employee that the Employer believes an abuse of sick leave is occurring and that the employee will be required to provide a physician's note for a subsequent absence; however, the Employer may require a physician's note without advance notice if the Employer has information that causes the Employer to reasonably believe that an employee is abusing the use of sick leave and such request is allowed by state and federal law. The Employer may designate the physician the employee is required to see if medical certification is required. If the Employer designates the physician the employee is required to see for medical certification, then the Employer will reimburse the employee for any out-of-pocket medical costs incurred in obtaining the physician's note.

#### 12.2.1 Use of Sick Leave for Bereavement

For death or illness in the immediate family (immediate family includes spouse, children, mother, father, brother, sister, grandparents and grandchildren; also in-laws of a similar degree of relationship), up to five (5) days of current sick leave may be used. For death or illness in other than the immediate family, up to three (3) days of

current sick leave may be used upon the approval of the Human Resources Department.

### 12.3 Personal Leave

An employee may use a maximum of four (4) days of paid leave, up to thirty-two (32) hours for an eight (8) hour per day employee, during a contract year as personal leave. Personal leave is deducted from accumulated sick leave.

The specific reason for the requested leave does not have to be given. Requests for personal leave must be submitted to the employee's supervisor in writing at least three days in advance, except in cases of extreme emergency, and are subject to the approval of the Human Resources Department. Adequate staffing must be ensured as determined by the supervisor.

### 12.4 Jury Duty

An employee who is absent because of required jury duty or a subpoena for any court duty will be granted leave and will be paid by the Employer the difference between the regular hourly wage and the fee received for the required jury or court duty, unless the employee is a party in the case.

### 12.5 Military Leave

Military service leave will be granted in accordance with state and federal law.

### 12.6 Childcare Leave

An employee is eligible for a leave of absence without pay for a period of up to twelve (12) months for childcare purposes. The employee will submit an application for childcare leave at least sixty (60) calendar days before requested leave is to begin. The sixty (60) day requirement may be waived when an emergency makes notice impossible. Childcare will commence at a date agreed upon between the Employer and the employee. Failure to return to work upon expiration of a leave of absence will result in termination of employment. The employee will be reinstated to the employee's original job or to a transportation position with no reduction of monthly pay and will retain all seniority and leave benefits accrued prior to taking the leave of absence.

## 12.7 Short-Term Disability Leave

The Employer will provide short-term disability leave coverage for employees who have exhausted accumulated paid leave options including basic leave, workers' compensation (if applicable), and any other state and/or federal paid leave programs prior to the commencement of long-term disability benefits.

### 12.7.1 Eligibility

An employee who has been employed by the Employer for one (1) calendar year will become eligible for short-term disability leave coverage after the employee has been totally and continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor. An employee who receives short-term disability leave coverage is ineligible to receive it again until twelve (12) months after the date of the last payment.

### 12.7.2 Short-Term Disability Leave Allowance

Short-term disability leave payments commence as of the sixteenth (16<sup>th</sup>) continuous duty day the employee is totally unable to work or after the last day of paid sick leave, whichever occurs last. Short-term disability leave will end after the employee has been unable to work for sixty-five (65) continuous duty days.

### 12.7.3 Short-Term Disability Leave Payments

Short-term disability leave payments will be fifty (50) percent of an employee's daily rate of pay. If an employee works hours that vary, an average of the previous six (6) weeks of pay will be used to determine the daily rate.

## 12.8 Sick Leave Conversion to Vacation Time

After a twelve-month employee has accumulated ninety (90) days of unused sick leave, the employee may convert additional sick leave to vacation days at the rate of one (1) vacation day for each two (2) days of unused sick leave. Forms requesting this election must be received in the Payroll office no later than July 15<sup>th</sup>. There is no vacation conversion for less than two (2) day segments of accumulated sick leave. Up to five (5) days of vacation may be converted each year. These vacation days are subject to the provisions of Article.

### 13. BARGAINING UNIT SENIORITY, JOB VACANCIES, PROBATIONARY PERIOD

#### 13.1 Probationary Period

All new employees will be on probation for a period of one (1) year. During this time period, the Employer has the unqualified right to terminate the probationary employee without assigning any cause for the termination. After serving the probationary period, the employee, if retained, will be a non-probationary employee and assigned the privileges afforded to a non-probationary employee.

If a non-probationary employee is transferred or promoted to a new classification, the employee will serve a new probationary period of ninety (90) calendar days in the new classification. During the probationary period in a new classification, the Employer may reassign the employee to the former classification if the employee's performance in the new classification is unsatisfactory. Also, during the probationary period in the new classification, the employee has the right to return to a position within the employee's former classification, without loss of seniority.

#### 13.2 Layoffs

##### 13.2.1 Bargaining Unit Seniority

Bargaining unit seniority is established based on the date an employee first began continuous employment within this bargaining unit or its predecessor bargaining unit. An employee's bargaining unit seniority ends when they terminate employment within the unit.

##### 13.2.2 Classification Seniority

Classification seniority is based on the date an employee first began continuous employment in their current classification. There are five (5) classifications (also known as positions) in the bargaining unit including Bus Driver, Route Programmer, Interschool Mail Driver, Lead Mechanic, and Mechanic. Classification seniority ends when an employee leaves a classification, whether through transfer to a different classification or termination of employment within the bargaining unit. However, an employee will retain their classification seniority if laid off and subsequently recalled to their former position within two

(2) years of the layoff.

### 13.2.3 Layoffs Due to Employee Reductions

Layoffs due to employee reductions will be based on seniority. The District will determine the classification where layoffs will occur, and within that classification, layoffs will happen in reverse order of classification seniority. The last employee hired in a classification facing a layoff will be the first to be laid off within that classification.

An employee who is laid off will be offered re-employment in their former classification before a new employee is hired; however, an employee retained or recalled must be qualified to perform the work available. An employee who is laid off will be recalled back in reverse order of layoff. A laid-off employee retains their seniority, bargaining unit seniority, classification seniority, and right to recall for two (2) years from the date of layoff. A more senior employee may volunteer for layoff in place of a less senior employee.

A laid-off employee holding the position of Lead Bus Mechanic, Bus Mechanic, Route Programmer, or Interschool Mail Driver may immediately bump into a Bus Driver position provided they are fully qualified and have greater bargaining unit seniority than the less senior Bus Driver.

### 13.2.4 Callback to Position

An employee notified of call back to an available position must report to duty within fifteen (15) calendar days of the date the notice of call back was mailed by certified mail. The notice will be sent to the last known address of the employee. Failure to report within fifteen (15) calendar days constitutes a waiver of rights and the employee will be terminated.

### 13.2.5 Qualification as a Bus Driver

A laid-off employee who subsequently becomes qualified as a bus driver (license, physical examination, and any other requirements) may, within ninety (90) days from the date of layoff, bump either (1) the least senior bus driver with lesser bargaining unit seniority than the employee, or (2)

the bus driver with lesser bargaining unit seniority than the employee who is working the greatest number of hours per week.

#### 13.2.6 Bumping Procedure

The Employer will combine bus driver positions, if practicable, to provide a total of forty (40) hours per week to laid off employees with greater bargaining unit seniority. The bus driver employees with lesser bargaining unit seniority will be laid off in turn.

A laid-off Lead Bus Mechanic, Bus Mechanic, Route Programmer, or Interschool Mail Driver employee who bumps into a different position is "red-circled" and will continue to be paid at the then-current equivalent hourly rate of pay. A "red-circled" rate applies to the individual employee, not to the position.

### 13.3 Vacancies

A transportation job vacancy is posted at the transportation facility for five (5) business days. In the event no employee applies for a vacancy, the least senior employee may be required to fill the vacancy. Job vacancies will be posted on the Employer's website.

#### 13.3.1 Application for Job Vacancies

An employee interested in being considered for job vacancies should submit a letter of application outlining the employee's work history within and outside of the District. An employee who submits a letter of application for any posted vacancy pursuant to this section will be interviewed. Interviews may be in the form of preliminary screening interviews in an effort to allow the Employer to determine finalists for the position. A probationary employee is not eligible to apply for posted vacancies without the employee's supervisor's approval.

#### 13.3.2 Selection for Job Vacancies

Vacant positions will be filled by the Employer with the most qualified candidate. In making its determination, the Employer will consider current employees' qualifications and Employer seniority along with other relevant factors. These relevant factors include, but are not limited to,

quality of work, dependability, general work ethic, customer service, and interpersonal skills as observed or reported by the employees' supervisors. Employees from within the bargaining unit who apply for promotion or transfer will be given priority consideration. The decision for advancement, transfers, or promotions will be made by the Employer.

### 13.3.3 Employee Applicant Feedback

An employee applicant who is not offered a position has the right to request feedback from the Employer so they can increase skills or correct deficiencies in order to be considered for future job postings.

## **14. DISCIPLINE AND DISCHARGE**

### 14.1 Discipline and Discharge

The Employer has the right to impose disciplinary actions on employees for just cause. Disciplinary actions by the Employer will normally take the course of #1, 2, 3 and 4, except in cases of a serious magnitude that could seriously jeopardize the safety of the students, fellow employees or the physical and financial assets of the school district, including falsification of time records.

- Oral reprimand
- Written reprimand
- Suspension without pay
- Discharge

An employee who is subjected to the above actions has the right to request that these actions be reviewed through the recourse of the grievance procedure.

### 14.2 Written Records

If an employee has a deficiency of such magnitude that a written record is made of it, the employee and the Union Steward will be provided with a copy of the report. An employee's records will be examined annually by the administration and a notation will be made on any record of deficiency that has been satisfactorily corrected. Uncorrected deficiencies will be called to the attention of the employee and the Union in writing. Reasonable time and assistance will be granted for the correction of deficiencies. An employee who fails to correct deficiencies

will be asked to resign or be discharged.

## 15. GRIEVANCES AND ARBITRATION

### 15.1 Definitions and Interpretation

#### 15.1.1 Days

Reference to "days" regarding time periods within this section refers to working days. A "working day" is defined as all weekdays not designated as holidays by state law.

#### 15.1.2 Computation of Time

In computing any period of time within this section, the date of the act, event, or default for which the designated period of time begins to run will not be included. The last day of the period so computed will be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

#### 15.1.3 Filing and Postmark

The filing or service of any notice or document herein will be timely if it is personally serviced or if it bears a certified postmark of the United States Postal Service within the time period.

### 15.2 First Step

An employee with a grievance will take the matter up with the immediate supervisor within six (6) scheduled working days after the alleged original occurrence of the grievance.

### 15.3 Second Step

An employee who is not satisfied with the disposition of the grievance at the first step will, with the assistance of the Union Steward, file a written statement of the grievance with the Executive Director of Human Resources within fifteen (15) scheduled working days after the first step discussion with the immediate supervisor.

The written statement must (1) be dated and signed by the employee and (2) set forth the facts and state the provisions of

the Agreement alleged to have been violated. If the parties fail to agree, or the matter has not been satisfactorily adjusted within fifteen (15) scheduled working days after the grievance has reached the second step, the employee may appeal the grievance to the third step.

#### 15.4 Third Step

An employee who is not satisfied with the disposition of the grievance at the second step will file a copy of the written statement of the grievance with the Superintendent within ten (10) scheduled working days after the disposition of the grievance at the second step.

The Superintendent or designee and the Business Representative or designee will then attempt to resolve the grievance and provide a written statement to the Union within ten (10) scheduled working days after receiving the third step written statement of grievance.

If the grievance is not satisfactorily resolved under the procedure of the third step, it will be submitted to arbitration in accordance with the terms of this Section.

#### 15.5 Submission to Arbitration

The Union may submit to arbitration any grievance that has been properly processed through the third step of the formal grievance procedure. A grievance may only be advanced to final and binding arbitration provided that the employee has not elected to pursue a veteran's discharge hearing and the timeline for such hearing has been exhausted, if applicable.

The Union must file with the Superintendent a written notice of intention to arbitrate within fifteen (15) scheduled working days after disposition of the grievance at the third step. The parties will select an arbitrator in accordance with Minnesota Statutes, Section 179A.21 of PELRA.

#### 15.6 Jurisdiction and Authority of Arbitrator

The arbitrator has jurisdiction only over those grievances that have been properly submitted to arbitration in accordance with the terms of this Agreement. The arbitrator has no power to add to or subtract from, or change, modify or amend in any way the terms and conditions of employment set forth in this Agreement; nor does the arbitrator have any power to hear or determine any

dispute involving matters of inherent managerial policy. The decision of the arbitrator is subject to all the limitations of arbitration decisions set forth in PELRA. Within these constraints the decision of the arbitrator is final and binding.

#### 15.7 Representation

An employee, supervisor or the School Board may be represented at any stage of the formal grievance procedure by any person or agent designated by the represented party to act in its behalf.

#### 15.8 Time Limitations

Since it is important that grievances be processed as rapidly as possible, the time limitations specified in this Agreement are considered as a maximum and every effort will be made to expedite the process.

Time limitations may be extended only by mutual consent. Failure of an employee or the Union to comply with the limitations specified constitutes a waiver of the grievance. Failure of a supervisor to act within the time limitations specified constitutes a denial of the grievance and the employee or the Union may proceed to the next stage.

#### 15.9 Number of Arbitrators

Arbitration proceedings under this Section are limited to the services of one arbitrator.

### **16. DURATION AND RENEGOTIATION OF AGREEMENT**

#### 16.1 Term of Agreement

This Agreement becomes effective on July 1, 2024, and will continue in full force and effect to and including June 30, 2026, and annually thereafter except as modified or terminated in accordance with the provisions of this Section.

In the event negotiations are not completed by July 1, 2026, terms of the Agreement will remain in full force and effect and any scheduled longevity increases will be granted as specified in this Agreement.

#### 16.2 Effect of Agreement

Any and all prior agreements, resolutions, practices, policies,

rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

16.3 Termination or Modification

Either party desiring to terminate or modify this Agreement must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30 of any year thereafter.

16.4 Negotiations During Term

The parties mutually acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right to meet and negotiate (except by mutual consent) regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.

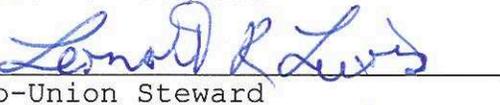
**17. DOCUMENT AUTHORIZATION**

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

**Service Employees International  
Union Local 284**

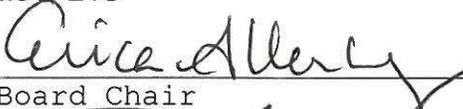
  
Contract Organizer

  
Co-Union Steward

  
Co-Union Steward

Dated this 6 day of Nov 2024.

**Independent School District  
No. 273**

  
Board Chair

  
Board Clerk

Dated this 4 day of NOV 2024.

## APPENDIX A

As referred to in Section 2.4 of this Agreement, the following bus drivers are grandpersoned at a \$7.00 per hour wage differential when driving multi-district (UFARS Finance Code 714) routes:

Nichole Albertson  
Bruce Balfanz  
Brian Dimberg  
Robert Erickson  
David Harrison  
Dennis Harmon  
Bradley Johnson  
Craig Johnson  
Philip Johnson  
Robert Koch  
Randy Miller  
Christina Pauli  
Lavina Phillips  
Richard Sherman  
Colleen Sivilay  
Jeffrey Slater  
James Trainis  
Jay Winger  
Jeffrey Wesselman

The grandpersoned Route Programmers and Interschool Mail Drivers listed above who drive UFARS 714 routes will be paid based on the same step of the Bus Driver wage scale as their Route Programmer step, plus an additional \$7.00 per hour. For example, a Route Programmer who's currently on step L11 of the Route Programmer wage scale will be paid an hourly rate equal to step L11 of the Bus Driver wage scale plus an additional \$7.00 per hour for time spent driving UFARS 714 routes.