

**INDEPENDENT SCHOOL DISTRICT NO. 0001 AGREEMENT
BUS DRIVERS/MECHANICS
2025-2026-2027**

**ARTICLE I
PURPOSE**

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 0001, Aitkin, Minnesota, hereinafter referred to as the School Board, and the International Union of Operating Engineers Local 70, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A. of 1971, to provide the terms and conditions of employment for Bus Drivers, Type III Drivers, Transportation Technicians and Mechanics.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the P.E.L.R.A. of 1971 the School Board recognizes the International Union of Operating Engineers Local 70, as the exclusive representative of employees herein described employed by the School Board of Independent School District No. 0001, which exclusive representative, shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971 and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the employees of the district as defined in this Agreement and in said Act.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, and economic aspects relating to employment, but does not mean educational policies of the school district.

Section 2. Employee: Shall mean all bus and type III vehicle drivers employed on less than a 12 month basis and all bus driver-mechanics employed and the transportation technician on a 12 month basis excluding all supervisory personnel, all clerical personnel, all confidential personnel and all other school employees.

Section 3. New Hires: Any employee hired on less than a 12 month basis, or for a portion of the school year, will be provided fringe benefits, per the contract on a pro rata basis.

Section 4. Other terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971.

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 exclude, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure 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 the 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 right, 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 and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State 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 this 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 Board 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 in this Agreement are reserved to the School Board.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his representative to the expression or communication of a view, grievance complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment so long as the same is not designed to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one nor shall it be construed to require any employee to perform labor or services against his will.

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 such employees with the School Board of such unit.

Section 3. Request for Dues Check Off: Employees shall have the right to request and be allowed dues check off for the employee organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to 179.64 to 179.75 of the P.E.L.R.A. of 1971. Upon receipt of a properly executed authorization card of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay the employee organization during the period provided in said authorization.

ARTICLE VI BASIC SCHEDULES AND RATES OF PAY

Section 1. Salary Schedule: The wages and salaries reflected in Schedule A shall be a part of and in effect for the period of this Agreement.

SCHEDULE A

	Regular Route Bus Driver	Mechanic
	2025-26	2025-26
Step 1	\$23.73	\$26.90
Step 2	\$23.99	\$27.56
Step 3	\$24.25	\$28.23
Step 4	\$24.51	\$28.89
Step 5	\$24.76	\$29.55
Step 6	\$25.02	\$30.22
Step 7	\$25.28	NA
Step 8	\$25.54	NA
Step 10	\$25.80	NA
Step 15	\$26.05	NA
Step 20	\$26.31	NA
25 Years	\$26.57	NA

Type III driver, Light Mechanic, or Garage Work \$14.82 for 25-26.

SCHEDULE A

	Regular Route Bus Driver	Mechanic
	2026-27	2026-27
Step 1	\$24.13	\$27.30
Step 2	\$24.39	\$27.96
Step 3	\$24.65	\$28.63
Step 4	\$24.91	\$29.29
Step 5	\$25.16	\$29.95
Step 6	\$25.42	\$30.62
Step 7	\$25.68	NA
Step 8	\$25.94	NA
Step 10	\$26.20	NA
Step 15	\$26.45	NA
Step 20	\$26.71	NA
25 Years	\$26.97	NA
Head Mechanic	Starting 2023-2024 this is calculated into the salary for the mechanic.	

Type III driver, Light Mechanic, or Garage Work \$15.22 for 26-27.

SCHEDULE A

Type III Route Driver		
	2025-2026	2026-2027
Step 1	\$17.12	\$17.52
Step 2	\$17.25	\$17.65
Step 3	\$17.37	\$17.77
Step 4	\$17.50	\$17.90
Step 5	\$17.63	\$18.03
Step 6	\$17.76	\$18.16
Step 7	\$17.89	\$18.29
Step 8	\$18.02	\$18.42
Step 10	\$18.15	\$18.55
Step 15	\$18.28	\$18.68
Step 20	\$18.41	\$18.81
25 Years	\$18.54	\$18.94

Note: Years are determined as consecutive.

Subd. 1. In the event the Employer assigns a regularly scheduled bus driver to perform the functions of a type III vehicle driver, the bus driver shall retain the higher rate of pay until that driver is offered a regular bus route. In the event that driver declines that bus route and elects to continue to perform the functions of a type III vehicle driver, that driver shall be compensated at the lower type III vehicle rate of pay.

Subd. 2. In the event a regularly scheduled driver elects to move into a vacant type III vehicle driver position, that driver shall be compensated at the lower type III vehicle rate of pay.

Subd. 3. Type III Drivers who are properly licensed to drive a school bus will receive the wages as shown in Section 1.

Section 2. Hours of Work: The hours of work of a bus driver shall be determined by the Transportation Supervisor who shall set the time of the first pick up morning and afternoon and shall also establish the route to be followed.

In addition to actual driving time with students, each driver shall be allowed 15 minutes each morning for bus warmup, 10 minutes each day for bus cleanup.

All drivers will be paid for a minimum of 4.9 hours for a regular daily bus route. The Transportation supervisor may assign bus garage duties if the drive time is under 4.9 hours per day.

The Transportation Technician shall receive \$26.25 an hour during the school year and \$20.30 during the summer months (June/July/August) in 2025-2026. They shall receive \$26.65 an hour during the school year and \$20.70 in the summer months (June/July/August) in 2026-2027.

Drivers who serve as a substitute in a supervisory role, the technician role or in the mechanic role, will be paid at the higher rate of pay as it applies to the position they are fulfilling.

Drivers who fill in as a mechanic to support the current mechanic in heavy mechanical work will be paid at the step one mechanic rate. Preapproval from the transportation supervisor is required.

Section 3. End of Route: An employee who drives bus only and who lives approximately at the end of the route and keeps a bus at that residence for the convenience of the employer shall receive \$75.00 additional monthly compensation. Electrical outlets will be provided at the school bus garage.

Section 4. Garage Rentals: Payment will be made for approved garage facilities. To qualify for this rental, garage facilities must meet all other specifications of excellent bus housing at the beginning of the school year and buses must be kept in the garage at all times when not in use.

Subd. 1. A maximum of \$55.00 per month extra pay will be allowed to drivers who provide an acceptable garage with dirt floor, but with an electrical outlet providing for a headbolt heater and an all weather tight building.

Subd. 2. A maximum of \$60.00 per month will be paid for all garages that have wood or gravel floor with an electrical outlet providing for a headbolt heater and an all weather tight building.

Subd. 3. A maximum of \$70.00 per month shall be paid for all garages that have an asphalt or concrete floor with an electrical outlet providing for a headbolt heater and an all weather tight building.

Subd. 4. A maximum of \$35.00 annually shall be paid for non-garaged bus.

Subd. 5. Drivers who keep a diesel bus at their home for the convenience of the district will be paid \$150 per year in compensation for electrical use. Drivers must plug in buses in cold weather or if there is a concern regarding the bus starting.

Section 5. Extracurricular Trips: Extra pay will be allowed for drivers for extracurricular and other special trips. Co-Curricular trips will be posted in a designated area in the bus garage. Drivers will notify the supervisor of interest in a trip. If multiple drivers express interest in the trip posted, the driver with the most seniority will be given the Co-curricular trip unless this employee has already taken two trips in the past 30 days. At this point the next interested senior driver will be given preference.

Subd. 1. Regular route drivers will be given preference for extra-curricular routes if a substitute can be obtained for their regular routes. Regular route drivers will not lose benefits. Their hours will be adjusted according to the hours worked.

1. Drivers are prohibited from driving if it means an overtime situation would result, unless approved by the Superintendent or designee.
2. Drivers who elect to drive an extracurricular route in lieu of the regular route must notify the garage supervisor at least three (3) days in advance.
3. A limit of one regular driver per day shall be allowed to drive an extracurricular route,

unless approved by the Superintendent or designee.

Non-school day extracurricular trips will be based on a rotating seniority sign-up list. Extracurricular trip pay will be as noted in Article VI Section 2, paragraph 3, not to exceed fifteen hours per day, unless the driver is responsible for transporting students beyond 15 hours a day, this includes a pre-trip and post-trip inspection. No compensation will be made to a school employee for travel during the regular working day.

Subd. 2. If the driver of a bus is driving an extracurricular trip out of the school district during the hours of 7:00 A.M. through 8:00 P.M. and the trip is of four (4) hours duration or longer there shall be added compensation for meals that occur during that time period.

Subd.3. Drivers for Co-Curricular events will be paid at \$19.14 in 2025-2026 and \$19.54 in 2026-2027.

Section 6. Split Shift: An employee on a split shift will receive an annual differential of \$205.00 for layover time, if the layover exceeds one hour. The shift must be his regular shift. This applies to a driver who drives a Morning route, a Mid Day/Afternoon route and an Evening route.

Section 7. Physical Examinations: Employees who are paid under the provisions of Article VI, Section 1, Schedule A, shall provide evidence of a physical examination as is required for licensure by the State of Minnesota. The School Board shall reimburse these employees for this physical at a rate of 100% of the cost of a basic bus driver physical at the rate charged by the Riverwood Medical clinic minus any reimbursement from the insurance carrier or H.M.O. Additional tests or treatment beyond the basic bus driver's physical will be borne by the employee. Drivers choosing to have a physical at a facility other than the Riverwood Medical clinic must bear charges above the rate charged in Aitkin.

Section 8. Substitutes:

Subd. 1. Long term substitutes shall be paid on Step 1 of Schedule A and shall be eligible for all other fringe benefits of this contract with the exception of Article VIII for which they are not eligible. A long term substitute is defined as a person who does the work of an absent employee for a period of 15 consecutive school calendar days or more. Upon completion of the 15 consecutive days, the long-term substitute will have his/her compensation adjusted up to the pay level of Step 1, retroactive to the actual beginning date. Also, any substitute who works 15 consecutive days in a given academic year will be paid at Step 1 for any subsequent regular route substitution during that academic year.

Section 9. Mileage: Mileage allowed under the contract shall be that allowed by Internal Revenue Service guidelines.

Section 10. Sport Passes: Members can purchase season sports passes for themselves and their household at 50% face value until September 30. Any passes purchased after September 30 will be at full price. If sports passes are lost, new passes can be purchased according to school district policy. A household shall consist of an employee, spouse, and children less than 22 years of age as long as they are still in school.

Section 11. Mechanic Uniforms: The Head Mechanic will receive \$500 annually to cover partial costs incurred for rental of work clothing.

Section 12. Pay Dates: Employees will be paid semimonthly on the 15th and the last day of the month, unless otherwise specified by the School District (or the day before, if the 15th or the last day of the month falls on a weekend or federal holiday).

ARTICLE VII SENIORITY

Section 1. Definition: Seniority is an employee's continuous length of service with the School Board. The term continuous service shall mean active service without interruption except due to illness, injury, temporary layoff (maximum five years), military service, leave of absence or other reason approved by the School Board. Employees shall be retained, transferred, promoted, demoted, laid off, called back or given other preference according to seniority, provided they are able and qualified as determined by the School Board, and it is in the best interest of the school district in the opinion of the School Board. Nothing in this section shall be construed to abrogate any management right and the School Board shall retain all rights of assignment and direction of personnel.

Subd. 1. All employees who have been kept from work for a period not exceeding one hundred twenty (120) working days on account of injury or illness shall retain full reemployment rights to their former job and be reinstated by the School Board upon the employee's request, provided said employee is physically and mentally capable in the board's opinion of performing the required assignments.

Section 2. Probation: New employees shall be considered as probationary employees for ninety (90) working days during which time the School Board can terminate the employee at will.

Section 3. Vacancy Posting: If the School Board determines that a permanent vacancy exists in any of their classifications set forth in this agreement, they shall post a notice of said vacancy on the bulletin board. Employees shall be given three (3) days to submit a letter of intent for the posted vacancy. If no employee is qualified and available in the opinion of the school board to fill the vacancy or if the School Board determines it is in the best interest of the school district, the school board shall fill all vacancies at its own discretion.

Subd. 1. There shall be a seniority list for regular route drivers.

Subd. 2. Drivers will retain step level previously attained prior to reduction.

Section 4. Severance:

Subd 1. For employees hired prior to January 1, 2012, the district will offer a severance benefit. In order to qualify for the severance benefit, the employee must have been employed by I.S.D. #0001 for at least 15 consecutive work years. To be eligible for these benefits an employee must submit his/her written resignation to the Board of Education a minimum of thirty (30) days prior to the employee's last working day.

Consecutive Years of Service:

15 to 20 years: Daily rate of pay times unused sick leave at a maximum of 140 days.

21 and beyond: Daily rate of pay times unused sick leave (at 140 days maximum) plus \$85 times years of service.

Subd 2. Consecutive years of service will not be considered broken in the event of a layoff provided the employee returns to work upon proper notification of recall from layoff. In addition, if an employee is off due to an accident or long term illness his/her years of service will be considered consecutive provided he/she returns to work and is able to perform his/her duties for at least six months.

Subd 3. Severance benefits are only paid to employees who leave the school district in a voluntary separation (i.e., retirement, career change, etc.).

Subd. 4. In the event of the death of the employee prior to retirement, and earned severance benefit related to unused sick leave and years of service, provided the employee would qualify for that benefit, will be paid to the employee's named beneficiary.

Subd. 5. Severance/Health Care Savings Plan: All employees covered by this "Terms and Conditions of Employment" and eligible for a severance payment will participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) authorized under Minnesota Statutes, Section 352.98 (Minn. Supp. 2001), administered by the Minnesota State Retirement System.

The qualified retiree will have 100% of the remaining value of the calculated severance deposited in the approved plan following retirement. Payment to the plan will be made within 60 days of the retirement date.

An employee who is receiving long term disability insurance benefits shall not be eligible for a severance payment.

Employees who separate due to retirement are eligible to remain in the existing group health and hospitalization plan provided the individual retires with a PERA annuity. The retiree must pay full costs for the continued coverage, in advance, on a monthly basis.

Section 5. 403(B) Match:

Subd. 1. An employee will be eligible for the 403(B) plan based on years of service.

Continuous Years of District Service	Employer Match Per Year
1-3	\$0.00
4-9	\$450.00
10-14	\$500.00
15-20	\$550.00
21+	\$700.00

For employees hired before January 1, 2012 and therefore eligible for the severance payment described in Section 4, the total of the employer match funds described in this section will be subtracted from the gross severance amount calculated in Section 4 Subd. 1. Any remaining amount will be paid to the Health Care Savings Plan as described in Section 4, Subd. 4 within 60 days of separation of service.

For employees hired on or after January 1, 2012, the total of the employer match funds will not exceed \$10,000 over the employee's years of service with the District. There shall be no balance paid, only the yearly match.

Notification of Contributions: Each year, the School District will provide a summary of the employee's current elected contribution into the 403(B) and the amount they are eligible to receive as a match based on the chart included in this section, along with the cumulative amount the School District has contributed on his or her behalf.

**ARTICLE VIII
GROUP INSURANCE**

Section 1. Health and Hospitalization:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the school district as provided by law. Drivers and mechanics may choose from various offered plans, coverage and deductibles which suit their individual needs.

Subd. 2. Contribution: For employees scheduled to work at least thirty (30) hours per week (or those that averaged thirty (30) hours per week according to the prior Affordable Care Act measurement period), the school board shall pay up to a maximum of \$700.00 per month toward the monthly premium cost of individual and dependent health and hospitalization coverage for insurance plans for regular employees who qualify for and wish to participate in dependent coverage and at a pro rata rate for employees who are employed by the district in a capacity that is less than full time (Pro rata refers to new hires only as defined in Article III, Section 3.)

Subd. 3. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: An employee is eligible for school district contribution as provided in this article as long as the employee is a regular employee employed by the school district. Upon termination of employment, all district contribution shall cease. A terminated employee, whose termination was for reasons other than the employee's disability or retirement, may elect to continue insurance coverage for a period of twelve months or until reemployment and subsequent eligibility for coverage under another group plan, whichever is shorter. The terminated employee must pay full costs for continued coverage, in advance, on a monthly basis. An employee who resigns June 1st will keep the health insurance in effect through August 31st of the same year.

Subd. 5. In the event the district offers a health coverage option where two or more companies make coverage available to eligible employees or eligible retirees, it is agreed to that:

1. In the case where the district employs, in any capacity, married partners (both husband and wife), that couple is eligible for two separate single health coverage plans or one family plan per family. That one family plan can be the property of either partner.
2. In the case where the district insures both partners where either one or both partners are retired, or where one partner is retired and the other still employed by the district, as individuals they are eligible for two single health plans or one family health plan per family.

Section 2. Long Term Disability Insurance:

Subd. 1. Selection: The selection of the long term disability insurance carrier and policy shall be made by the school district. The aggregate value of benefits provided shall not be less than those currently provided.

Subd. 2. Effective July 1, 1995, the employee shall pay the entire long term disability insurance premium. The school board will reimburse the employee for this premium.

Subd. 3. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. An employee is eligible for long term disability coverage as provided in this article as long as the employee is employed by the school district. Upon termination of employment, all district contribution shall cease.

Section 3. \$50,000 Life Insurance:

Subd. 1. Selection: The selection of the life insurance carrier and policy shall be made by the school district. The aggregate value of benefits provided shall not be less than those currently provided.

Subd. 2. The school board shall pay the entire life insurance premium for individual employees.

Subd. 3. Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. An employee is eligible for life insurance coverage and school district contribution as provided in this article as long as the employee is employed by the school district. Upon termination of employment, all district contribution shall cease.

Section 4. Eligibility: The Board agrees to make the contributions provided for above for all regular employees. Benefit amounts are subject to the terms, conditions and applicable limits defined by the policies.

Subd. 1. In the event of absence of an employee from work because of injury, illness or sickness, the School Board shall continue to make the required contributions during the time the employee is using the accumulated sick leave days due to injury, illness or sickness. In the event of leave of absence or military leave or in the event employees are laid off or are off because of illness, sickness, or injury beyond the accumulated sick leave period or eligibility for long term disability, they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by the School Board after the respective date the contributions by the School Board cease pursuant to the provisions hereof. Provided, that such coverage may be continued during the time of the disability as established by the long term disability insurance carrier as provided in the insurance policy.

Subd. 2. In the event of any absence without pay, the employee shall pay the pro rata share of the school board contribution.

Subd. 3. New employees hired shall have payment made on their behalf by the School Board commencing on the first of the month following the date of their employment. Employees returning to work or reinstated following an absence from work where their seniority has not been interrupted shall have payment made on their behalf on the first of the month following their return to work.

Section 5. Tax Sheltered Annuities: Employees may request to take part in a tax sheltered annuity program in accordance with School Board policies relating to same.

Section 6. Dental Insurance:

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

Subd. 2. Insurance option: Bus drivers/mechanic will have the option to purchase dental insurance at the cost of the premium. The district will not pay any portion of the premium.

Subd. 3. Claims against the District: It is understood that the School District's only obligation is to provide a dental policy. No claims shall be made against the School District as a result of a denial of dental insurance benefits by the insurance carrier.

ARTICLE IX ABSENCE FROM WORK

Section 1. Sick Leave:

Subd. 1. All employees shall earn one and one-third (1- 1/3) days per month

Subd. 2. Unused sick leave days may accumulate to a maximum credit of 1,250 hours of sick leave per employee. Once an employee reaches the maximum number of hour (1,250) the only way the number of hours will decrease is by the employee using the sick leave hours. It will not recalculate if the route times change.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is due to illness, injury or disability of the employee or as allowed under Minnesota Statute. The maximum sick leave an employee can use for a disability shall be the minimum amount necessary to qualify for disability benefits.

Subd. 4. The School Board may, where reason is suspected, or concern for the general health of the employee, 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.

Subd. 5. In the event that a medical certificate will be required the employee will be so advised.

Subd. 6. Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 7. Sick leave pay shall be approved only upon submission of an online time tracker request for time off.

Section 2. Personal Leave:

Subd. 1. An employee shall be granted personal leave of four (4) days per year, noncumulative, for situations which must be handled during school hours requiring the employee's personal attention. Personal leave days taken shall be deducted from sick leave. Personal leave shall be prorated if employed for less than a full year.

Subd. 2. Requests for this leave must be made in time tracker time off at least three days in advance, except in the event of emergencies. The request shall state that the proposed leave is for personal reasons. Personal leave must have prior approval for the purpose of limiting the number absent to no more than two employees on a given day. Personal leave shall not be granted on the first and last day of classes each year.

Subd. 3. Employees may donate their unused personal leave to someone within their bargaining unit that has exhausted his/her sick leave due to an illness of the employee or eligible family member as defined by statute, providing the employee receiving the donation is not eligible for long-term disability. The time can be donated in one-hour increments and will not be subject to a wage value calculation.

Subd. 4. Leave Buy Back Provision: Non-probationary members of the unit have the option to sell back unused personal days. The member can request pay for up to Three (3) days of unused personal time. Requests for buy back must be made on or before the last day of school.

Section 3. Bereavement Leave: Employees shall be granted up to five (5) days bereavement leave, per occurrence, in the event of the death of a sibling, son in law, daughter in law, brother or sister in law, parent, grandparent, grandchild or parentinlaw, step sibling or step parent. Employees shall be allowed 10 days bereavement leave per occurrence in the event of the death of a spouse, child or stepchild. The first three (3) days will not be deducted from sick leave. All days over three will be deducted from sick leave.

Section 4. Leave of Absence: An employee upon written request may be granted a leave of absence without pay for up to five (5) years. Said leave must have approval by the School Board. An employee shall retain fringe benefits by paying monthly for them in advance. The employee shall receive no step advance on the salary schedule for the year(s) absent.

Section 5. Leave of Absence Without Pay (Less than one year):

Subd. 1. Leave of absence without pay may be granted by the Superintendent for personal reasons up to a maximum of 10 days per year per employee, noncumulative. The Board of Education may grant leaves for more than ten (10) days. Not more than two employees shall be granted this leave for the same period of time.

Subd. 2. Request for leave of absence without pay must be submitted to the immediate supervisor no less than two weeks and no more than one month in advance. Leaves will be granted on a first come basis, i.e. requests received first will be given priority. The Superintendent will approve or disapprove the request. The Board of Education and the administration reserve the right to refuse to grant leave.

Subd. 3. Leave of absence without pay that does not have prior approval shall not be allowed. Any employee who is absent from work without prior approval shall lose all pay and fringe benefits for the time absent.

Section 6. Child Care Leave: Unpaid leaves of absence to natural or adoptive parents in conjunction with birth or adoption, will be granted according to Minnesota State Law.

Section 7. Legal Leave:

Subd. 1. In cases where an employee must appear as a witness at the request of the Board, the employee shall not lose any pay or fringe benefits for the time absent.

Subd. 2. In cases where the employee must make an appearance at a job related liability legal proceeding, the employee shall not lose any pay or fringe benefits for the time absent.

Section 8. Maternity Leave: A pregnant bus driver or mechanic shall notify the Superintendent in writing three (3) months prior to the anticipated date of the leave being requested. The notice shall include the length of the requested leave.

Subd. 1. A pregnant bus driver or mechanic shall be afforded a maternity leave of absence provided she follows the procedures outlined in this section. Failure to comply with provisions of this section shall constitute grounds for denying a maternity leave and under such circumstances, the employee's employment may be terminated by the School Board.

Subd. 2. Accumulated sick leave benefits will be paid for pregnancy, childbirth, or related disabilities, commencing with the date on which they become disabled to such an extent that they are unable to perform their job assignments, provided that the District is provided with a physician's certificate stating the date on which such disability commenced; benefits shall cease as of the date the disability ends as certified by a physician.

Subd. 3. The parties further agree that any maternity leave of absence exceeding the amount of accrued sick and/or vacation time shall be a leave without pay.

Subd. 4. If parts of this clause are contrary to statute, the statute will be followed.

Section 9. Jury Duty: When an employee is called for jury duty or subpoena and must lose duty days as a result thereof, the employee shall receive his/her regular rate of pay after submitting to the school district the pay received for serving on jury duty or appearance at a subpoena excluding meal and mileage reimbursement.

Section 10. Vacations:

Subd. 1. The Head Mechanic and Transportation Technician shall be entitled to paid vacations as follows:

1 to 10 years of service	8 hours per month up to 96 hours yearly
11 to 14 years of service	10 hours per month up to 120 hours yearly
15 to 22 years of service	13.33 hours per month up to 160 hours yearly
Start of 23 years	Additional four hours for each year of service beyond 22 years up to maximum of 40 hours - accrued at end of school year.

Vacation shall be prorated for the time period worked and for employees working less than full-time.

Subd. 2. All regular full time employees leaving the service of the School Board, except where discharge was for cause, will be entitled to prorated vacation pay.

Subd. 3. Vacations shall be scheduled as close as possible to the time requested by the employee provided such scheduling does not, in the opinion of the School Board, interfere with the operation of the schools.

Subd. 4. Vacation days earned in one fiscal year may be totally or partially carried over to the following (second) fiscal year. Time may be totally or partially carried over to the next (third) fiscal year, but must be totally utilized on or before August 31 of that third fiscal year.

Section 11. Holidays:

Subd. 1. Holidays within the terms of this Agreement shall constitute the following: Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's Day or MidWinter Holiday dependent on school calendar, Good Friday, Memorial Day, and Juneteenth.

Subd. 2. Said holidays shall be paid holidays to the Head Mechanic and Transportation Technician provided they are employed on a full-time basis before and after the holiday. All hours worked on holidays shall be paid at two times the rate of pay.

Subd. 3. When a paid holiday falls on an employee's scheduled day off, or during his vacation period, he shall receive an additional day of paid vacation.

Subd. 4. When any holiday falls upon a Sunday, the following Monday shall be considered a holiday for all employees. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday for all employees. All holidays will be administratively scheduled in the event of a conflict.

ARTICLE X HOURS OF SERVICE

Section 1. Overtime Pay: An employee shall be paid at the rate of one and one half (1 1/2) times his regular straight time rate for all hours worked in excess of forty (40) hours a week. A fulltime employee is considered to be a person who works forty (40) hours per week for the school or calendar year.

Section 2. Bus Driver Work Days: The employees covered under this contract shall work on those days as assigned by the School Board or the Board's designated representative.

Section 3. Bus Driver Additional Hours:

Subd. 1. Bus drivers required to be in attendance at an evening workshop shall be paid the regular hourly rate determined in Article VI, Section 2, paragraph 3; will be paid for a minimum of two (2) hours, or actual time spent, portal to portal.

Subd. 2. Bus drivers required/invited by school officials to be part of a principal/parent/driver conference shall be paid the regular hourly rate determined in Article VI, Section 2, paragraph 3; will be paid for a minimum of one (1) hour or actual time spent. If the driver has already returned home from the morning route or needs to be called back in the middle of the day, the minimum will be two (2) hours, portal to portal.

Subd 3. When the driver calls the conference/meeting, there is no additional compensation.

Section 4. Emergency Closings: When school is called off for an emergency, all employees are not to report for work on that day. A "make-up" day may be scheduled where the employee will be expected to report for duty. If the day is not made up, the day will not be paid unless the employee opts to use

personal leave or ESST time.

Section 5. E-Learning Days

Subd. 1. During an e-learning day, bus drivers will be allowed to work from home when possible, be assigned to alternative work if possible or be retained on an on-call basis for any potential need. Bus drivers will be paid their full daily wage and benefits on an e-learning day.

ARTICLE XI SUSPENSION AND DISCHARGE

Section 1. Suspension: Any employee may be temporarily suspended or disciplined for just cause. The employee shall be notified of the reason in writing at the time of the suspension, or if there is other disciplinary action to be taken. If the employee feels he has been suspended or disciplined without just cause, or that the period of suspension is unwarranted, the employee shall have the right of appeal under the grievance procedure, provided that objection is made in writing within five (5) days of the date of suspension or discipline. If it is determined that the suspension was without cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

Section 2. Discharge for Cause: Discharge shall be made only for just cause. Any action to discharge an employee shall be taken by the Board of Education only after a hearing upon due notice of the charges stated in writing. The statement of charges and the notice of hearing shall be filed with the employee and the union at least ten (10) days in advance of the hearing. The employee and the union shall have the right to present witnesses, introduce evidence and examine witnesses and evidence presented against the employee.

Section 3. Salary during Suspension: The salary of the employee shall be suspended during the period in which the hearing for discharge or suspension occurs or during which notice has been given. Employee's name shall not be removed from the payroll, nor shall checks be issued in their name. In case of reinstatement after the hearing, the employee shall be given all back pay withheld during the period of suspension.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A grievance shall mean a claim by an employee, resulting in a dispute that there has been a misinterpretation or misapplication of terms and conditions of employment insofar as such matters are contained in this Contract.

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 on his behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Contract may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to all week days not designated as holidays by state law.

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

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States Mail within the time period.

Section 4. Time Limitation and Waiver: Failure to file any grievance within the time periods prescribed hereafter provided shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. Failure by the School Board or its representative to issue a decision within the time periods hereafter provided shall constitute a denial of the grievance and the employee may appeal to the next level.

Section 5. Adjustment of Grievance: An effort shall first be made to adjust a grievance informally between the employee and his supervisor. The School Board and the employee shall attempt to adjust all unsettled grievances which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I. If informal discussions are not successful the grievance, to be valid for consideration, must be submitted in writing to the supervisor, setting forth the facts and the specific provision of the Contract allegedly violated and the relief sought, within ten days after the date of the event giving rise to the grievance occurred. The supervisor shall give a written decision on the grievance to the parties involved within five days after receipt of the written grievance.

Subd. 2. Level II. If the grievance is not resolved in Level I, an appeal may be made to the Superintendent of Schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. The superintendent will meet with the parties involved and within five days issue a decision in writing.

Subd. 3. Level III. If the grievance is not resolved in Level II, an appeal may be made to the Board of Education, provided such appeal is made in writing within five days after receipt of the decision in Level II. The Board of Education will within ten days meet with the parties involved and five days thereafter issue a decision in writing.

Section 6. School Board Review: The Board of Education reserves the right to review and change any decision issued under Level I or Level II provided such change is made within ten days after the decision was issued. In the event the Board of Education changes a decision previously rendered under the grievance procedure the employee retains those rights of arbitration hereinafter provided.

Section 7. Arbitration Procedures: No grievance shall be considered for arbitration which has not been first duly processed in accordance with the grievance procedure heretofore prescribed. If the employee and the Board of Education are unable to resolve a 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 employee and submitted to the Chairman of the Board of Education within five days following the decision in Level III of the grievance procedure.

Subd. 2. Selection of Arbitrator: The representative of the Board of Education and the employee or his representative shall, within five days after the request to arbitrate, attempt to mutually select an arbitrator. If the parties cannot agree as to the arbitrator, they will obtain a list of arbitrators and each will strike until one is left. This process shall not take longer than ten additional days.

Subd. 3. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 4 Decision: Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by in the P.E.L.R.A. of 1971.

Subd. 5. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party, cost of which will be borne by the requesting party. The parties shall share equally fees and expenses of the arbitrator.

Subd. 6. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Contract nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

Section 8 Veterans: In the case of a veteran, he/she shall have the right to select either a veteran's hearing or arbitration. The veteran shall receive all wages and benefits provided by this working agreement until such time a decision has been made by the veteran's panel or arbitrator. If the veteran chooses arbitration first, he/she shall have the right to appeal the arbitrator's decision to a veteran's hearing panel, but shall not receive compensation or benefits unless awarded by the veteran's hearing panel.

Section 9. General:

Subd. 1. At least one exclusive representative shall be allowed to attend and present his views at any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented.

Subd. 2. The fact that a grievance is raised by an employee shall not be recorded in the employee's personnel file.

Subd. 3. Any hearing provided for in the grievance procedure shall be conducted at a time and place

which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

ARTICLE XIII DURATION

Section 1. Term and reopening Negotiations: This agreement shall remain in full force and effect for a period commencing on July 1, 2025, through June 30, 2027, and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. If either party desires to modify or amend this Agreement commencing on July 1, 2025, it shall give written notice of such intent no later than May 1, 2027. 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 Board and the exclusive representative representing the employees of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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

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.

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

For International Union of Operating
Engineers Local No. 70

For Independent School District No. 0001

Scott Marsyla, Business Manager

Cindi Hills, Chairman

Michael Dowdle, President

Kirstie Doar, Recording Secretary

Jen Burgos, Clerk

John Hane, Business Representative

Steve Darsow, Steward

Krystal Smith, Steward

Dated this _____ day of _____, 2025.

Dated this _____ day of _____, 2025.