

~~8-29-12~~
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TA 12-04-12

Proposal

from

INDEPENDENT SCHOOL DISTRICT NO. 831
Forest Lake, Minnesota

to

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES UNION LOCAL NO. 320

representing

BUS DRIVERS & BUS AIDES OF DISTRICT NO. 831

Effective through Labor Day ~~2012~~ **2014**

The school district reserves the right to modify or alter contract proposals during the course of negotiations

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AGREEMENT

ARTICLE I

PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 831, Forest Lake, Minnesota (hereinafter referred to as the School Board or School District) and the Minnesota Teamsters Public and Law Enforcement Employees Union Local No. 320 (hereinafter referred to as the exclusive representative) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for bus drivers and bus aides during the duration of this Agreement.

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ARTICLE II

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the PELRA, the School Board recognizes the Minnesota Teamsters Public & Law Enforcement Employees Union Local No. 320, as the exclusive representative for bus drivers and bus aides employed by the School District, which exclusive representative, shall have those rights and duties as provided by the PELRA and as described in the provisions of this Agreement.

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Section 2. Appropriate Unit: The exclusive representative shall represent all such employees of the School District contained in the appropriate unit as defined in Article 3, Section 2, of this Agreement and the PELRA and in certification by the Director of the Bureau of Mediation Services.

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ARTICLE III

DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

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Section 2. Description of Appropriate Unit: For purposes of this Agreement, the appropriate unit shall mean all persons employed by the School District as bus drivers and bus aides, but excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed fourteen (14) hours per week,

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Bus Drivers and Bus Aides Agreement ~~2010-2012~~ 2012-2014

employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

Section 3. School Board or School District: Any reference in this Agreement to the School Board or School District shall mean the School Board or its officials designated by the School Board to act in its behalf. **TA 8-29-12**

Section 4. PELRA: PELRA shall mean the Public Employment Labor Relations Act of 1971, as amended. **TA 8-29-12**

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA. **TA 8-29-12**

ARTICLE IV

SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. **TA 8-29-12**

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. **TA 8-29-12**

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. 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. 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. **TA 8-29-12**

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School 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. **TA 8-29-12**

ARTICLE V

EMPLOYEE RIGHTS

Section 1. Steward: The Union may designate a job steward(s) to handle Union business and shall furnish the name(s) to the School District in writing within five (5) days after election. **TA 8-29-12**

Section 2. Work Stoppage: No steward or any other member of the Union shall be empowered to call any strike, work stoppage or cessation of employment of any kind whatsoever. **TA 8-29-12**

Section 3. Bulletin Boards: The School District shall provide a suitable bulletin board in a conspicuous place for posting of information of interest to Union members and others. **TA 8-29-12**

Section 4. Dues Checkoff: The administration agrees to deduct initiation fees, monthly dues and uniform assessments from the wages of its employees who have been duly certified as members of the Union, upon receipt of individually signed authorization cards as provided herein. The amount of said initiation fee and said dues shall be given to the administration by the Union in writing. The Union agrees to furnish the administration with a list of the names of the employees from whom these deductions shall be made. The Union agrees to furnish the administration with the names of the employees as they become members of this Union. **TA 8-29-12**

Section 5. Authorization Cards: All deductions made hereunder shall be deducted from the last paycheck of each month of those employees who have filed with the administration an individually signed authorization card. **TA 8-29-12**

Section 6. Payroll Deduction: The administration, upon receipt of the list of names herein referred to, agrees that deductions shall be made as provided herein. In the case where an employee has no check coming on the regular deduction date, the deduction will be made on the next check of such employee. **TA 8-29-12**

Section 7. Political Action Committee: Upon receipt of a properly executed voluntary authorization card from an employee, the District will deduct from the employee's salary such amounts as the employee authorizes to pay to NATIONAL TEAMSTERS' DRIVE. **TA 8-29-12**

Section 8. Claims: The Union agrees that the list of names furnished to the administration for deductions in accordance with this Article will be true and correct at all times and will defend, indemnify and save the administration harmless from any claim made upon and suits instituted against the administration arising out of the deductions provided for in this Article and payment made thereof by the administration to the Union. **TA 8-29-12**

ARTICLE VI

HOURS OF WORK

Section 1. Daily Hours: All drivers and bus aides will be required to work the number of hours necessary to complete the assigned route. Hours of work for all employees shall be determined and scheduled by the School District. **TA 8-29-12**

Subd. 1. All drivers will be allowed the following time for pre-route bus inspection and fueling.

- a) First call-out of the day - - 20 minutes.
- b) Additional call-backs on the same bus - - 10 minutes, different bus – 20 minutes.
- c) An additional 15 minutes including hooking and dropping for buses with trailers.

d) **Bus Aides shall receive five (5) minutes per call-out.**

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Subd. 2. All drivers will be allowed 10 minutes time per day for cleaning out their assigned bus. **TA 8-29-12**

Section 2. School Closings: Whenever an announcement has been placed on WCCO Radio, or the local radio station, by an official of the School District by 5:30 a.m. stating there will be no school, such announcement shall void the minimum guarantee. If such announcement is not placed on the radio by 5:30 a.m., any employees reporting shall be entitled to the minimum guarantee. When the School District notifies an employee prior to the employee leaving for work that there will be no work, such notice will void the minimum guarantee. Whenever an employee reports in and is paid the minimum guarantee, the employee can be required to perform reasonable duties as directed by the School District. **TA 12-4-12**

Section 3. Breaks: Employees working more than four (4) consecutive hours shall be entitled to a fifteen (15) minute break each four (4) hours worked. **TA 8-29-12**

ARTICLE VII

GENERAL WORK REQUIREMENTS

Section 1. Reassignment: The School District has the right to reassign drivers and bus aides if a problem arises between the employee(s) and his/her passengers. **TA 8-29-12**

Section 2. Reassignment of Equipment: The School District reserves the right to assign or reassign equipment to routes after the employees have selected their routes. **TA 8-29-12**

Section 3. Substitute Drivers: A substitute driver will be used and hired as needed by the School District. A substitute driver may be hired to drive a regular route of a school bus driver in the event said school bus driver is not available to drive his/her regular route at any particular time. **TA 8-29-12**

Subd. 1. Employees employed as substitute school bus drivers must be available to drive in order to maintain their active status on the substitute seniority list. **TA 8-29-12**

Subd. 2. Substitute drivers who are not available to drive must follow the same Contract provisions as regular drivers under Article XI, Leaves of Absence. Substitute drivers who are unavailable to drive and have not processed a Leave of Absence, shall be removed from the seniority list and terminated due to unavailability. **TA 8-29-12**

Subd. 3. Substitute drivers on the current seniority list, who have not been available to work during the past contract year, must perform substitute duties no later than April 1 of each contract year. Substitute drivers who fail to perform substitute duties by April 1 shall be terminated due to unavailability. **TA 8-29-12**

Section 4. Absences: In the event of an emergency, each employee is expected to notify the Supervisor of Transportation or his/her designated representative as soon as possible after it is known that he/she will not be able to appear and at least one (1) hour prior to the departure of the route, except those regular employees who have early morning routes shall call between 5:30 a.m. and 5:45 a.m. **TA 8-29-12**

ARTICLE VIII

RATES OF PAY

Section 1. Effective Date: The wages and salaries reflected in Appendix A shall be a part of this Agreement for its duration and on such date as indicated on Appendix A.

Section 2. Step Increase Status: Eligible employees shall advance one step pursuant to this Agreement effective on September 1, ~~2010~~ **2012**. Employees shall not advance a step for the ~~2011-2012~~ **2013-2014** school year. In the event a successor is not entered into prior to Labor Day ~~2010~~ **2013**, an employee shall remain at the same step as compensated at during the ~~2011-2012~~ **2013-2014** contract year until a successor Agreement is reached. **Year 1:**
TA 9 26 12
Year 2:
TA 12-4-12

Section 3. New Employees: A new employee shall be hired at the starting rate and shall be eligible for step advancement to Step 1 on the first day of the new work year if the employee was employed prior to March 1 of the previous school year. An employee hired during the school year but after March 1, shall remain on the starting rate for the subsequent school year. **TA 8-29-12**

Section 4. Overtime Pay: Overtime required and authorized by the administration shall be paid at the rate of time and one-half (1-1/2) for all hours worked over forty (40) hours in the week. **TA 8-29-12**

Section 5. Minimum Guarantee: The following minimum call times shall be in effect: TA 8-29-12

		<u>Bus Drivers</u>	<u>Bus Aides</u>	
<u>Subd. 1.</u>	Regular routes - Regular school term	2 ½ hours	2.25 hours.	TA 8-29-12

<u>Subd. 2.</u>	Regular routes - Summer school	2 ½ hours	2 ½ hours.	TA 8-29-12
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<u>Subd. 3.</u>	Extra trips	2 ½ hours.		TA 8-29-12
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Subd. 4. It is further agreed that the minimum call will be eliminated should the School District elect to change from its current practice of double routing to single routing during the term of this Agreement. However, the Union will be afforded the right to Meet and Negotiate new minimum call language and/or wage rates upon the School District's action to exercise this right. TA 8-29-12

Section 6. Payday: Paydays shall be every other Friday. TA 8-29-12

Section 7. Time Cards: Time cards for employees must be turned in at the bus garage office as directed by the School District. TA 8-29-12

~~Section 8. Lump Sum Payment: For the 2011-2012 contract year only, all employees employed in this unit as of March 1, 2012 will be paid a one time lump sum of \$200.00 for the entire 2011-2012 contract year. The lump sum will be payable on the first pay period in March, 2012. An employee in this unit must be actively employed on March 1, 2012, to be eligible for this payment. Any employee in this unit on unpaid leave exceeding five (5) working days on that date will not be eligible.~~ TA 12-4-12

ARTICLE IX

GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District. TA 8-29-12

Section 2. Medical-Hospitalization Insurance:

Subd. 1. Medical-Hospitalization Insurance Coverage: The school district shall contribute a sum not to exceed \$528.00 **the amounts indicated below** for each eligible employee enrolled in the plan. Bus Aides must be employed at least thirty five (35) hours per week and a minimum of 170 days per year to be eligible for this subdivision. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. The deduction for premium payments which became due during the summer months will commence with the second payroll period in January. TA 12-4-12

Effective September 1, 2012: \$600.00 per month

Effective September 1, 2013: \$640.00 per month

Subd. 2. Dependent Coverage: The school district shall contribute a sum not to exceed ~~\$558.00~~ **the amounts indicated below** for each eligible employee enrolled in the plan. Employees must be employed at least thirty five (35) hours per week and a minimum of 170 days per year to be eligible for this subdivision. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. The deduction for premium payments which became due during the summer months will commence with the second payroll period in January.

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Effective September 1, 2012: \$670.00 per month

Effective September 1, 2013: \$720.00 per month

Section 3. Life Insurance: The School District shall provide each eligible employee under these provisions with a \$50,000 term life insurance policy. The cost of this insurance shall be borne by the School District.

TA 8-29-12

Section 4. Long-Term Disability Insurance: The School District will provide a long-term disability insurance plan covering regular employees. The plan shall include provisions for payment of 2/3 of the employee's base pay, with a 60 calendar day waiting period before benefits begin. The cost of the program shall be borne by the employee.

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Section 5. Dental Insurance: Effective on the date of ratification of this agreement, the School District shall pay the premium for single dental insurance for each eligible employee employed at least twenty-five (25) hours per week and a minimum of 170 days per year.

TA 8-29-12

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further 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.

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Section 7. Duration of Insurance Contribution: A regular employee is eligible for School District contributions as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all School District contribution shall cease, effective on the last working day.

TA 8-29-12

Section 8. Continued Coverage: An employee shall be eligible to continue participation in the School District group hospitalization-major medical insurance plan, if permitted by the terms of the policy with the insurance carrier, by paying the entire premium for such insurance under the following circumstances:

TA 8-29-12

Subd. 1. The employee retires pursuant to Article XVII or XVIII of this Agreement. TA 8-29-12

Subd. 2. The employee retires prior to age 65, but is not eligible for the early retirement provisions of Article XVII or XVIII, but is at least fifty-five (55) years of age, and has completed at least ten (10) years of continuous service in the School District. TA 8-29-12

Subd. 3. In the event an employee either resigns or is terminated because they are medically unable to perform their duties and the employee has completed at least five (5) years of continuous service in the School District. TA 8-29-12

Subd 4. The employee is on layoff.

It is the responsibility of the employee to make arrangements with the School Business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The employee's right to continue participation in such group insurance, however, shall discontinue upon the employee reaching the age of 65. The right to participate pursuant to this Section shall not be retroactive in application. TA 8-29-12

Section 9. Eligibility:

Subd. 1. Except as otherwise provided herein, the benefits of this article shall apply only to regular employees employed at least five (5) hours per day, exclusive of extra trips, activity routes and summer routes, except that those regular employees who sign up on the extra trip board shall be deemed to have met the eligibility requirements. TA 8-29-12

ARTICLE X

HOLIDAYS

Section 1. Paid Holidays: Eligible employees shall be granted ~~nine (9)~~ **ten (10)** paid holidays as follows: TA 12-4-12

BUS DRIVERS

BUS AIDES

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Thanksgiving Day
6. Day After Thanksgiving
7. Christmas Eve Day
8. Christmas Day
9. New Year's Eve Day

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Thanksgiving Day
5. Day After Thanksgiving
6. Christmas Eve Day
7. Christmas Day
8. New Year's Eve Day
9. Floating Holiday

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10. Labor Day

10. Labor Day

(do not need to work the day before labor day)

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Section 2. Summer School: Regular employees who are assigned regular summer school routes shall be paid holiday pay for July 4, pursuant to the provisions of Section 7 and 8, of this Article. **TA 8-29-12**

Section 3. Substitutes: Whenever a regular bus driver(s) is on leave and is disqualified from receiving holiday pay, an equal number of substitute driver(s) shall be eligible for such holiday pay, pursuant to the provisions of Section 7, of this Article. The most senior substitute driver(s) who work the day before and the day after said holiday(s) shall qualify for this holiday pay. **TA 8-29-12**

Section 4. Holiday Schedule: The holiday schedule will be posted in advance for the coming school year. **TA 8-29-12**

Section 5. Weekends: Holidays that fall on weekends will be observed on a day established by the School District. **TA 8-29-12**

Section 6. School in Session: The School District reserves the right if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. **TA 8-29-12**

Section 7. Eligibility: In order to be eligible for holiday pay, an employee must have worked his/her regular work day before and after the holiday unless he/she is on paid sick leave either one or both of the two days. **TA 8-29-12**

Subd. 1. Employees on compensatory time under Workers' Compensation are paid compensatory time on holidays by the insurance carrier. Employees who have accrued sick leave may utilize such leave in order to receive 100% salary on such days. **TA 8-29-12**

Subd. 2. Regular employees on an unpaid leave of absence shall not be eligible for holiday pay. **TA 8-29-12**

Section 8. Applications: An employee will be eligible for this benefit only if he/she is regularly employed. **TA 8-29-12**

Subd. 1. Regular driver at least five (5) hours per day, exclusive of extra trips, activity routes and summer routes, except that those regular drivers who sign up on the extra trip board shall be deemed to have met the eligibility requirements. **TA 8-29-12**

Subd. 2. Bus aides at least twenty (20) hours per week, 170 days per year, exclusive of extra trips, activity routes and summer routes, except that those subs who sign up on the extra trip board shall be deemed to have met the eligibility requirements. **TA 8-29-12**

ARTICLE XI

LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Regular employees shall accrue eight (8) hours of sick leave for each 173 hours worked on regular routes, summer school routes, and extra trips. A regular employee assigned an activity route shall receive a credit of 1-1/2 hours towards the formula for each time an activity route is driven. All other flat rate time (Appendix A - Flat Rates) shall be excluded from sick leave accrual. All extra trip board drivers shall accrue sick leave based on all hours worked, excluding flat rate time (Appendix A – Flat Rates). Such leave time may be accumulated up to a total of 200 days [eight (8) hours per day]. Sick leave may be used pursuant to the provisions of this Article.

TA 8-29-12

Subd. 2. Sick leave pay for illness will be allowed whenever the employee's absence has been due to illness which prevented his/her performance of assigned duties on that day or days. Sick leave, up to five (5) days per year, may be used for serious illness involving the employee's spouse or parent. Sick leave may also be used for serious illness of an employee's child who is under 18 years of age or under 20 years of age and is still attending a secondary school. The specific amount of leave allowed under this section shall be within the discretion of the Superintendent.

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Subd. 3. Wages will be paid for sick leave in accordance with the regular salary for regular routes of the employee on such leave except that:

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a. A regular employee assigned an activity route will be eligible for their flat rate pay while on sick leave. One and one-half (1-1/2) hours of sick leave will be deducted from their sick leave accrual for each absence.

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Subd. 4. All employees shall be notified in July of each year how many days of sick leave each has accumulated.

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Subd. 5. Employees who are absent from work for reasons of illness for more than three (3) days, must present a doctor's statement of illness upon return in order to be paid sick leave if requested by the Administration. The Administration may require a doctor's statement of illness for absences of any duration if the employee is so notified by the School District.

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Section 2. No Use of Sick Leave Bonus: The School District will pay regular employees at the end of the fiscal year according to the following schedule:

<u>Use of sick leave days during the fiscal year</u>	<u>Amount</u>
0 days of sick leave	\$150.00
1 – 2 days of sick leave	\$100.00
more than 2 days of sick leave	\$ 0.00

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Bus Drivers and Bus Aides Agreement ~~2010-2012~~ 2012-2014

This excludes use of sick leave for pre-approved absences due to medical appointments. However, employees shall use their best efforts to schedule such appointments during non-work hours.

Section 3. Bereavement Leave:

Subd. 1. In the case of death in the immediate family (immediate family shall mean the employee's spouse, child, brother, sister, parent and parent-in-law) five (5) days will be allowed per death without deduction in pay. TA 8-29-12

Subd. 2. In the case of death in the close family (close family shall mean the employee's brother-in-law, sister-in-law, grandchildren and grandparent) up to two (2) days will be allowed per death without deduction in pay. TA 8-29-12

Subd. 3. Days granted under this Section shall not be deducted from sick leave. The particular amount of leave permitted under this Section shall be at the discretion of Director of Business Services depending upon the circumstances surrounding the death. TA 8-29-12

~~Section 4. Emergency Leave:~~

~~Subd. 1. An employee may be granted a leave with pay at the discretion of the Director of Business Services of up to two (2) days per year, non-accumulative, for situations that arise requiring the employee's emergency attention which cannot be attended to when school is not in session and which are not covered under other policies. The day(s) used will be deducted from sick leave.~~ TA 12-4-12

~~Subd. 2. Deaths, funerals, critical family illness, court appearances and estate settlements, are examples of situations where this leave may be granted at the discretion of the Director of Business Services.~~ TA 12-4-12

~~Subd. 3. Requests for emergency leave must be in writing to the Director of Business Services at least three (3) days in advance, whenever reasonably possible. The request shall state the reason for the proposed leave. The Director of Business Services reserves the right to refuse to grant such leave if, under the circumstances involved, the Director of Business Services determines that such leave should not be granted.~~ TA 12-4-12

~~Subd. 4. An emergency leave day normally shall not be granted for the day preceding or the day following holidays or vacations, and the first five (5) days and the last five (5) days of the school year.~~ TA 12-4-12

~~Subd. 5. Additional emergency leave may be granted in extreme emergencies at the discretion of the Director of Business Services.~~ TA 12-4-12

Section 54. Unpaid Leave of Absence:

Subd. 1. Regular employees may take a leave of absence without pay if agreeable to and upon the consent of the School District. Such request shall be submitted to the Supervisor of Transportation, who shall forward such requests to the Director of Business Services. **TA 8-29-12**

Subd. 2. A standard form shall be provided by the School District entitled "Classified Personnel Bereavement-Emergency-Unpaid Leave Form." Any employee desiring a leave of absence shall fill out such form. The above shall not be necessary when such leave is part of and so stated in this Policy. Any employee who receives a general leave of absence must return at the beginning of the next school term or forfeit their seniority. **TA 8-29-12**

Subd. 3. An approved leave of absence shall not affect any employee's seniority rights. Except as otherwise provided in Subd. 4, hereof, the maximum leave of absence shall be twenty-one (21) working days. Extensions for similar periods may be granted in the sole discretion of the School District. **TA 8-29-12**

Subd. 4. Leaves of absence for care of newborn child or adoption of an infant child may be granted pursuant to this section. The maximum leave of absence for such absences shall be ninety (90) calendar days. Extensions for similar periods may be granted in the sole discretion of the School District. **TA 8-29-12**

Section 65. Medical Leave:

Subd. 1. A regular employee who has completed his/her probationary period and who is unable to work because of illness or injury, and has exhausted all sick leave credit available, shall, upon request, be granted a medical leave of absence, without pay up to six (6) months. The School District may, in its discretion, renew such a leave and request for renewal shall also be accompanied by a written doctor's statement. **TA 8-29-12**

Subd. 2. A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities. **TA 8-29-12**

Subd. 3. An employee who fails to comply with the provisions of this section or who fails to seek a medical leave as provided in this section shall be terminated by the School District. If an employee is not granted a renewal of a medical leave of absence, in the discretion of the School District, such employee's employment may be terminated. **TA 8-29-12**

Section 76. Jury Duty Leave: Leave of absence for jury duty will be granted by the School District for jury duty service and an employee will receive his/her regular rate of pay but must assign to the School District such compensation as he/she receives for serving on the jury duty (excluding mileage allowance). **TA 8-29-12**

Section 87. Insurance Application:

Subd. 1. An employee shall be eligible for insurance contributions as provided in Article IX, Group Insurance, of this Agreement during any month that the employee provided regular service at least one (1) day during the month, or during any month that such employee is paid sick leave pursuant to Section 1 of this Article. **TA 8-29-12**

Subd. 2. An employee shall not be eligible for School District contributions for insurance programs as outlined in Article IX of this Agreement during any of the following: **TA 8-29-12**

a. Any month in which the employee does not receive pay for actual service rendered.

b. Any month in which the employee is absent due to illness but not entitled to sick leave pursuant to Section 1 of this Article, except that the long-term disability insurance coverage will be paid for by the School District for the duration of the waiting period.

c. An employee who has received compensatory pay under Worker's Compensation for a period of six (6) full months, whether or not supplemented by sick leave, except that the long-term disability insurance coverage will be paid for by the School District while the employee is on Worker's Compensation and additionally for the duration of the long-term disability waiting period, upon discontinuance of Worker's Compensation compensatory pay.

d. Any month in which the employee is receiving long-term disability insurance benefits for the entire month.

Subd. 3. An employee being compensated pursuant to Subd. 2 hereof, may, however, continue to participate in group insurance plans if permitted under the insurance policy provisions, but shall pay the entire premium for such program as he/she wishes to retain during such period of employment relationship. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment. **TA 8-29-12**

Subd. 4. The application rules outlined in this section are not intended to eliminate the School District's customary 12 month premium contribution practice, except as provided in this section. **TA 8-29-12**

Section 98. Accrued Benefits - Unpaid Leaves: An employee on an unpaid leave of absence pursuant to this Article shall retain their seniority and sick leave benefits during such leave. **TA 8-29-12**

Section 140. Eligibility: This Article shall apply only to employees who are regular drivers employed for the regular school year at least five (5) hours per day, exclusive of extra trips, activity routes and summer routes, except that those regular drivers who sign up on the extra trip board shall be deemed to have met this eligibility requirement.

TA 8-29-12

Section 140. Substitute Driver Eligibility: Benefits described in Section 2. Bereavement Leave shall be available to substitute drivers who have completed five (5) years or more of service by June 30 of each year, provided the substitute driver was paid at least 550 hours of regular route time during the prior fiscal year, and is actively engaged as a substitute driver during the current fiscal year.

TA 8-29-12

ARTICLE XII

SENIORITY

Section 1. Seniority:

Subd. 1. The School District agrees to recognize seniority. Seniority is defined as the length of an employee's continuous service with the School District pursuant to the rules of this Article.

TA 8-29-12

Subd. 2. In the event of a lay-off, employees within each classification with the least seniority, shall be laid off first, unless another employee agrees to voluntarily take such lay-off.

TA 8-29-12

Subd. 3. Employees shall be recalled according to seniority within each classification.

TA 8-29-12

Subd. 4. An employee shall lose his/her seniority standing upon written resignation of employment or upon discharge for cause or failure to report after recall or after one (1) year of continuous lay-off.

TA 8-29-12

Subd. 5. A regular driver or bus aide who receives a leave of absence from the School District and then goes to work for another employer shall forfeit his/her seniority, except a regular driver or bus aide elected or appointed to any governmental body.

TA 8-29-12

Subd. 6. The School District shall supply the Union, by October of each school year, a correct seniority roster and once a month thereafter, submit to the Union additions or deletions.

TA 8-29-12

Subd. 7. A standard form entitled "Resignation" shall be provided by the School District which shall be filled out properly whenever an employee terminates his/her seniority.

TA 8-29-12

Subd. 8. There shall be a seniority list maintained for the bus drivers. One section shall be entitled "Regular Drivers" and one section shall be entitled "Sub Drivers". Seniority shall prevail within each list. A full route that requires a substitute shall be filled by a substitute available both a.m. and p.m. by seniority. There shall be a seniority list maintained for the bus aides. One section shall be entitled "Regular Bus Aides" and one section shall be entitled "Sub Bus Aides". **TA 8-29-12**

Subd. 9. Substitute drivers and bus aides who move from the "Substitute" list to the "Regular" list shall have seniority on the "Regular" list as of the date they become a "Regular" driver or bus aide but will retain their initial seniority date upon return to the "Substitute" list. **TA 8-29-12**

Subd. 10. Should two or more new employees report to work on the same day, their seniority shall be determined by the date and time they completed their pre-employment criteria and are eligible to drive. **TA 8-29-12**

Section 2. Regular Route Bidding (Not Including Summer School):

Subd. 1. All regular routes and extra trip board positions shall be bid by seniority before the beginning of the school year when administratively feasible but no later than thirty (30) days after school has started in the following order: **TA 8-29-12**

- a) Regular drivers and extra trip board drivers who are available to drive a regular route.
- b) Substitute drivers who are available to drive a regular route.
- c) New drivers who are available to drive a regular route.
- d) Regular bus aides who are available for a regular route.
- e) Substitute bus aides who are available for a regular route.
- f) New bus aides who are available for a regular route.

~~All regular drivers will be paid the minimum call to drive through their route once before school starts.~~ **TA 12-4-12
See H p. 33**

Subd. 2. Employees on a medical leave of absence at end of the prior school year or during the summer will be prohibited from bidding for regular routes unless they present the School District with a doctor's certificate enabling them to go back to work effective the first work day of the school year. **TA 8-29-12**

Section 3. New Regular Routes: Should the School District create new regular routes after the execution of the regular route bidding procedure specified in Section 2, of this Article, such new regular routes shall be up for bid according to the rules established under this Article, Section 5 "Open Regular Routes". **TA 8-29-12**

Section 4. New Routes:

Subd. 1. Whenever the School District creates a new route after the initial regular route bidding procedure has been executed, such new route shall be made available on a seniority basis to regular route drivers and bus aides in the same geographic area as determined by the School District. **TA 8-29-12**

Subd. 2. Should a new route remain unassigned upon completing the procedure in Subd. 1 above, the School District shall have the right to assign such route to the available regular route driver or bus aide with the least seniority in the same geographic area utilized by the School District in Subd. 1 above. **TA 8-29-12**

Section 5. Open Regular Routes:

Subd. 1. Whenever a regular route becomes open during the school year, it shall be up for bid according to the following rules: **TA 8-29-12**

- a) Shall be posted for a minimum of 2-1/2 working days in a designated place available to all drivers and bus aides.
- b) The posting shall be on a standard form which indicates the regular route number, the time that the posting went up and the time it will be taken down.
- c) Open regular routes shall be assigned according to seniority and the regular route bidding procedure in Section 2 of this Article.
- d) The School District shall have the right to temporarily fill any open regular route during the bidding procedure.
- e) Regular routes declared open after May 1st of any school year shall be filled by the School District.

Section 6. Relinquishing a Regular Route: Regular route drivers and bus aides who obtain a regular route through the contractual bidding procedure may not relinquish any part of that regular route during the school year, but must give up the entire regular route as established by the School District. **TA 8-29-12**

Section 7. Activity Routes:

Subd. 1. Prior to the start of each school year, the School District will provide the regular drivers and bus aides with an opportunity to sign up for bidding activity routes. If a regular or substitute driver or bus aide refuses to substitute on five (5) consecutive activity routes within the school year, he/she shall be removed from the activity route substitute list unless the employee is on an authorized leave of absence. **TA 8-29-12**

Subd. 2. The School District will post such activity routes and notify the drivers who signed up of the time, date and place for executing the bidding procedure. **TA 8-29-12**

Subd. 3. Regular driver and bus aide seniority shall prevail in the bidding and awarding of activity routes. **TA 8-29-12**

Subd. 4. The School District shall provide all regular drivers and bus aides who are not assigned an activity route an opportunity to sign up for substituting on an open activity route in the absence of the regular driver or bus aide. Such open activity routes shall be assigned on a seniority basis. **TA 8-29-12**

Section 8. Sick or Injury: In the event a regular route driver or bus aide is incapacitated for the remainder of the school year, his/her regular route shall be declared an open regular route. **TA 8-29-12**

Section 9. Overtime: The operation of seniority and the bidding procedures of this Article shall not be construed to require the School District to permit bidding or assignment resulting in overtime rates of pay. **TA 8-29-12**

ARTICLE XIII

EXTRA TRIPS

Section 1. Extra Trip Board: Up to four (4) regular drivers may sign up on the extra trip board during the School District's annual route bidding and shall have initial rights on a seniority rotation basis to all extra trips requested in the School District during the regular school year. **TA 8-29-12**

Subd. 1. Extra trip board drivers shall be excluded from bidding on regular routes, but shall be permitted to substitute on regular routes when no substitute drivers are available. **TA 8-29-12**

Subd. 2. Regular drivers on the extra trip board desiring to return to a regular route status may bid on available open regular routes in accordance with established route bidding rules, Article XII, Seniority, Section 2, Open Regular Routes. **TA 8-29-12**

Subd. 3. When openings exist on the extra trip board, such openings will be posted according to Article XII, Seniority, Section 5, Open Regular Routes. **TA 8-29-12**

Subd. 4. The School District may in its discretion eliminate this Section (Extra Trip Board) upon determining that it no longer serves the School District's interest. The Union shall be afforded the opportunity to meet and negotiate on a proposed elimination prior to effecting such elimination, such negotiations shall be limited to Sections 1 and 2 of Article XIII. **TA 8-29-12**

Bus Drivers and Bus Aides Agreement ~~2010-2012~~ 2012-2014

Section 2. Regular Route Drivers: All regular school bus drivers will be given an opportunity to sign up for extra trips, such list shall be called the "Extra Trip List". **TA 8-29-12**

Subd. 1. Regular route drivers will be eligible for those extra trips not taken by those drivers on the extra trip board, which occur at times other than during their regular route time. **TA 8-29-12**

Subd. 2. Extra trips will be offered to those drivers who have signed up on the "Extra Trip List" on a seniority rotation basis, subject to the rules of this Article and Article XII, Seniority. **TA 8-29-12**

Subd. 3. The School District reserves the right to assign a driver to an extra trip if a volunteer is not available. **TA 8-29-12**

Section 3. Physically Handicapped Special Education: Field trips which require special equipment shall be exempt from the extra trip bidding procedure set forth in this Article. **TA 8-29-12**

Subd. 1. The School District shall have the right to assign such field trips to regular special education driver/s or other appropriately trained and experienced drivers without regard to seniority. **TA 8-29-12**

Section 4. Trips Numbered: All extra trips shall be numbered consecutively commencing with number one (1) at the beginning of each school year. **TA 8-29-12**

Subd. 1. Extra trips shall be assigned numbers in the following manner: **TA 8-29-12**

- a) Earliest trip shall be numbered first (month, day).
- b) Trips scheduled for the same day shall be numbered starting with the earliest scheduled starting time.
- c) If a tie exists, the trip with the most hours requested shall be numbered first.
- d) Should the School District elect to split an extra trip, such trip will be counted as one trip.

Section 5. Trips Posted: The School District shall cause all extra trips to be posted in a calendar manner, noting the date, leaving time, destination and estimated work time. **TA 8-29-12**

Section 6. Regular Driver Notification: Regular school bus drivers will be contacted and offered extra trips as they become eligible, given their driver status and seniority rules. Such offer shall be made at least one day prior to the date of departure. Whenever an eligible driver cannot be contacted, the trip shall be offered to the next eligible driver on the extra trip list. **TA 8-29-12**

Bus Drivers and Bus Aides Agreement ~~2010-2012~~ 2012-2014

Subd. 1. Should a driver refuse the offer of taking an extra trip, such refusal shall be credited the driver as if the trip were taken. **TA 8-29-12**

Section 7. Error in Assignment: In the event the next eligible driver is inadvertently missed in the assignment of extra trips, the driver shall be offered the next unassigned trip with equal or more hours than the extra trip he/she missed. **TA 8-29-12**

Section 8. Expenses: Extra trip drivers shall be reimbursed for meals and lodging according to the following rules: **TA 8-29-12**

Subd. 1. Meals shall be reimbursed according to the following schedule through Payroll: **TA 8-29-12**

Effective Date: _____ 9/1/08

For driving commencing before 5:30 a.m. Breakfast - \$5.75

For driving commencing before 11:30 a.m. Lunch - \$7.25

For driving commencing before 6:00 p.m. Dinner - \$10.00

Subd. 2. Extra trip drivers will be reimbursed for reasonable lodging expenses, when an approved extra trip requires lodging away from home. Receipts for such lodging shall be presented to the School District. **TA 8-29-12**

Section 9. Overnight Guarantee: When an extra trip requires that the extra trip driver stay out overnight, the driver shall be paid a minimum of 8 hours per day, regardless of actual driving time. **TA 8-29-12**

Section 10. Credit Cards: Extra trip drivers will be issued a petroleum company credit card as necessary. **TA 8-29-12**

Section 11. Breakdowns: In the event of an emergency or the need for major repair, the extra trip drivers shall contact the Supervisor of Transportation or his/her designee for instructions. **TA 8-29-12**

Section 12. Summer Trips: Extra trips which occur between the end of the school year and the beginning of the next school year shall be assigned as follows: **TA 8-29-12**

Subd. 1. The School District shall provide an opportunity for regular driver sign-up. **TA 8-29-12**

Bus Drivers and Bus Aides Agreement ~~2010-2012~~ 2012-2014

Subd. 2. Extra trips will be assigned according to Article XIII, Extra Trips, of this Agreement. TA 8-29-12

Section 13. Cancellation: The School District shall have the right to cancel any extra trip by notifying the driver. TA 8-29-12

Subd. 1. If such notification is made prior to the driver reporting for such extra trip, the minimum guarantee shall not apply. TA 8-29-12

Subd. 2. The driver of a canceled extra trip shall be eligible for the first extra trip to be offered after the cancellation. TA 8-29-12

Section 14. Unexpected Trips: Should an extra trip come up unexpectedly, such trip may be offered out of the correct number sequence established for extra trips, provided such trip is labeled “unexpectedly”. TA 8-29-12

Section 15. Overtime: The operation of seniority and bidding procedures of this Article shall not be construed to require the School District to permit bidding or assignment resulting in overtime rates of pay. TA 8-29-12

Section 16. Driver Removed From List: If a driver refuses three (3) consecutive extra trips within the school year, he/she shall be removed from the extra trip list unless trips occur during regular route time or there is an emergency or the employee is on an authorized leave of absence. TA 8-29-12

ARTICLE XIV

SUMMER SCHOOL

Section 1. Summer School Route Bidding: All summer school regular routes shall be given in order of seniority, to those bus aides who have signed a statement that they are available. No leaves of absence will be granted during this period of employment, except for emergency purposes. TA 8-29-12

Section 2. Route Bidding: All summer school regular routes shall be given in order of seniority, to those drivers who have signed a statement that they are available. No leaves of absence will be granted during this period of employment, except for emergency purposes. Bidding shall follow the same order as under Article XII, Seniority, Section 2, Regular Route Bidding, Subd. 1. TA 8-29-12

Summer school drivers will be paid the minimum call to drive their route once before summer school starts. TA 8-29-12

Section 3. Substitute Drivers:

Subd. 1. Both regular drivers and substitute drivers will be given an opportunity to sign up for substitute driving. TA 8-29-12

Subd. 2. The call list will be developed using each driver's original date of employment.

TA 8-29-12

ARTICLE XV

PHYSICAL EXAMS

Section 1. Physical Examination: Each school bus driver is required to have a physical examination prior to the date required by law and such other examinations as is consistent with the Department of Public Safety regulations and/or School District policy.

TA 8-29-12

Section 2. Annual Physical Option: An employee may elect one of the following two options in reference to his/her annual physical: Option 1) if the employee takes the physical examination at the clinic or doctor as designated by the School District, the School District shall pay for the cost of the physical as required by the Department of Public Safety; or Option 2) if the employee chooses to obtain his/her physical at a doctor of his/her choice other than the clinic or doctor designated by the School District, the School District will reimburse the employee in an amount not to exceed \$10.00 toward the cost of such physical examination and the employee shall be responsible for any additional cost of the physical necessary to meet the requirements of the Department of Public Safety.

TA 8-29-12

Section 3. District Option: A physical examination may be required more often upon demand by the School District. Such extra examination shall be paid for by the School District demanding it of any driver. In the event a driver is disqualified from driving by a physical examination which is paid for by the School District and the driver seeks a physical examination to requalify, such physical examination shall be paid for by the employee. The School District reserves the right to select the doctor or clinic.

TA 8-29-12

Section 4. Eligibility:

Subd. 1. In order to be compensated for the above, as listed in Section 2 and 3 above, a new employee must work for the School District for a period of three (3) calendar months. Payment for the above will then be included on the following month's check.

TA 8-29-12

Subd. 2. Should an employee be hired when there are less than three (3) months work left in the school year and who returns at the beginning of the next school year, he/she shall be compensated as listed in Section 2 and 3 above after completion of their three (3) months. If it is required that they comply more than once because of being employed in two different school terms, they will then be paid twice by the School District after three (3) months of employment.

TA 8-29-12

ARTICLE XVI

ACCIDENT REPORTS

Section 1. Reporting: Each school bus driver is required to fully complete an accident report for each injury or accident involving his/her bus or passenger on a form provided by the School District. Such a form must be filled out on the day of the accident and turned in to the transportation office. **TA 8-29-12**

Section 2. Definition: An accident is defined as coming in contact with any moving or fixed object, person or being, regardless of how slight the contact. **TA 8-29-12**

ARTICLE XVII

SEVERANCE FOR EMPLOYEES
HIRED PRIOR TO JANUARY 1, 1987

Section 1. Application: Subject to M.S. 465.72, eligible employees who: **TA 8-29-12**

1. have completed at least fifteen (15) years of continuous service with the School District;
2. are at least fifty-five (55) years of age; and
3. were hired prior to January 1, 1987,

shall be eligible for severance pay, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School District. Severance pay shall not be granted to any employee who is discharged for cause by the School District. Except as otherwise agreed to by the School District, the employee must provide 90 days of written notice of intention to retire for purposes of this Article. **TA 8-29-12**

Section 2. Number of Days: **TA 8-29-12**

Subd. 1. An eligible employee, upon early retirement, shall receive as severance pay an amount representing the employee's total accumulated sick leave hours. **TA 8-29-12**

Section 3. Hourly Rate of Pay: In applying these provisions, an employee's hourly rate of pay shall be based on the employee's regular rate during their last twenty (20) days of active employment prior to severance, and shall not include any additional compensation such as overtime pay or other extra compensation. Such hourly rate of pay shall be multiplied by the number of hours as provided in Section 2, Subd. 1 hereof. **TA 8-29-12**

Section 4. Payment: An employee shall receive the severance pay in two (2) equal installments, the first one-half (1/2) shall be paid in January following the year of retirement, and the second one-half (1/2) shall be due and payable one year later, except as otherwise agreed by the employee and the School District. In any event, severance pay shall be paid over a period not to exceed five (5) years from retirement or termination of employment. In the event that a retired employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary, or lacking same, to the deceased's estate.

TA 8-29-12

Section 5. Eligibility: This Article shall apply to employees who:

TA 8-29-12

- a. were hired prior to January 1, 1987; and
- b. were regularly employed at least five (5) hours per day, exclusive of extra trips, activity routes and summer routes, except that those regular bus drivers who sign up on the extra trip board shall be deemed to have met the eligibility requirements.

ARTICLE XVIII

SEVERANCE FOR EMPLOYEES HIRED AFTER DECEMBER 31, 1986 AND PRIOR TO JULY 1, 1994

Section 1. Application: This Article XVIII applies to eligible employees who were hired after December 31, 1986 and prior to July 1, 1994.

TA 8-29-12

Section 2. Notification of Election: Eligible employees who were hired after December 31, 1986 and prior to July 1, 1994 may access severance pursuant to Section 3 if the employee on or before October 1, 2000 notifies the School District in writing of his or her intent to access severance upon retirement if eligible. Employees who indicate their intent to access severance pursuant to this Article, Section 3, will not be eligible to participate in the Matching 403B Plan set forth in Article XIX. Employees who do not provide such notification or who indicate they do not intend to access severance will only be eligible to participate in the Matching 403B Plan pursuant to Article XIX.

TA 8-29-12

Section 3. Severance:

TA 8-29-12

Subd. 1 Eligibility: Subject to M.S. 465.72, employees who:

TA 8-29-12

- 1) have completed at least fifteen (15) years of continuous service with the School District;
- 2) are at least fifty-five (55) years of age;
- 3) were hired after December 31, 1986 and prior to July 1, 1994;

- 4) were regularly employed at least five (5) hours per day, exclusive of extra trips, activity routes and summer routes, except that those regular bus drivers who sign up on the extra trip board shall be deemed to have met the eligibility requirements; and
- 5) have provided notice of their intent to access severance pursuant to Section 3 of this Article,

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shall be eligible for severance pay, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School District. Severance pay shall not be granted to any employee who is discharged for cause by the School District. Except as otherwise agreed to by the School District, the employee must provide 90 days of written notice of intention to retire for purposes of this Article.

Subd. 2. Number of Days: An eligible employee, upon retirement, shall receive as severance pay an amount representing the employee's total accumulated sick leave hours.

TA 8-29-12

Subd. 3. Hourly Rate of Pay: In applying these provisions, an employee's hourly rate of pay shall be based on the employee's regular rate during their last twenty (20) days of active employment prior to severance, and shall not include any additional compensation such as overtime pay or other extra compensation. Such hourly rate of pay shall be multiplied by the number of hours as provided in Subd. 2 hereof.

TA 8-29-12

Subd. 4. Payment: An employee shall receive the severance pay in two (2) equal installments, the first one-half (1/2) shall be paid in January following the year of retirement, and the second one-half (1/2) shall be due and payable one year later, except as otherwise agreed to by the employee and the School District. In any event, severance pay shall be paid over a period not to exceed five (5) years from retirement or termination of employment. In the event that a retired employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary, or lacking same, to the deceased's estate.

TA 8-29-12

ARTICLE XIX

MATCHING 403B PLAN

Section 1. Application: Eligible employees who are employed by the School District and are participating in the School District's 403B Plan will be eligible to receive a matching annual contribution by the School District pursuant to M.S. 356.24 according to the provisions contained in this Article and the School District 403B Plan documents. Effective the first of the month following execution of this contract, the School District will match the amount of the employee's annual contribution as determined by the following schedule and increments to be set by the plan documents:

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Bus Drivers and Bus Aides Agreement ~~2010-2012~~ 2012-2014

<u>Years of Service in School District</u>	<u>Bus Drivers</u>		<u>Bus Aides</u>	
	<u>Amount of Matching Annual Contribution</u>			
	(Effective the first of the month following execution of this contract.)			
6-10	Up to	\$500	Up to	\$500
11-20	Up to	\$750	Up to	\$500
21 and thereafter	Up to	\$1,000	Up to	\$750

Section 2. Years of Service: “Years of Service” shall mean years of employment in the School District. Years of Service shall be measured as of the employees’ employment date. **TA 8-29-12**

Section 3. Limits Regarding the School District’s Matching Contribution: The School District’s total employee lifetime matching contribution shall be limited to \$25,000.00 (Twenty-five thousand dollars) for each participating employee. **TA 8-29-12**

Section 4. Deduction From Severance: The School District's total matching contribution to an individual employee’s 403B Plan will be deducted from any severance the individual employee is eligible for pursuant to this or any other School District contract or policy. **TA 8-29-12**

Section 5. Eligibility: This Article shall apply to employees who are regularly employed at least one hundred and seventy (170) days per year and twenty (20) hours per week on a regular assignment and shall not apply to employees employed less than one hundred and seventy (170) days per year and twenty (20) hours per week. This Article shall not apply to those employees hired after December 31, 1986 and prior to July 1, 1994 who have notified the School District in writing by October 1, 2000 that they intend to access severance pursuant to Article XVIII. **TA 8-29-12**

ARTICLE XX

PROBATIONARY PERIOD, DISCIPLINARY ACTION AND DISCHARGE

Section 1. Regular Employee: An employee shall serve a probationary period of 520 hours paid time of continuous service in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee, and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated. **TA 8-29-12**

Section 2. Substitute: A substitute under this Agreement shall, serve an initial probationary period of 520 hours paid time in the School District during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee, and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provision of the contract alleged to have been violated. **TA 8-29-12**

Subd. 1. In addition to the initial probationary period, a substitute who bids into regular status shall serve an additional probationary period of 125 hours paid time. During this additional probationary period, if it is determined by the School District that the employee's performance in the new classification is unsatisfactory, the School District shall have the right to reassign the employee to his/her former classification.

TA 8-29-12

Section 3. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure providing the grievance is filed in writing within ten (10) days of the event giving rise to the grievance.

ARTICLE XXI

RETIREMENT

Retirement shall be in accordance with state and federal laws.

TA 8-29-12

ARTICLE XXII

GRIEVANCE PROCEDURE

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

TA 8-29-12

Section 2. Representative: The Union, the Administration or the School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

TA 8-29-12

Section 3. Definitions and Interpretations:

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

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Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law, or this Agreement.

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Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed

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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 documents herein shall be timely if it bears a dated postmark of the United States mail within the time period.

TA 8-29-12

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

TA 8-29-12

Section 5. Adjustment of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

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Subd. 1. Level I: If the grievance is not resolved through informal discussions with the Supervisor of Transportation, the Director of Business Services or his designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

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Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Director of Administration and Human Resources, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Director of Administration and Human Resources, the Director of Administration and Human Resources or his designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Director of Administration and Human Resources or his designee shall issue a decision in writing to the parties involved.

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Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure at the request of the grievant or at its own instance, provided the School Board or its representative notify the parties of its intention to review within ten (10) days after a decision in Level I or Level II has been rendered. In the event the School Board chooses to review a grievance under this section, the School Board reserves the right to affirm, reverse or modify such decision and at the option of the School Board, a committee or representative(s) of the School Board may be designated by the School Board to hear the appeal at this Level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

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Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level. **TA 8-29-12**

Section 8. Arbitration Procedures: In the event that the Union and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein: **TA 8-29-12**

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Director of Business Services within ten (10) days following the decision in Level II or within ten (10) days after the decision of the School Board if the School Board reviews a decision pursuant to Section 6 of the grievance procedure. **TA 8-29-12**

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions. **TA 8-29-12**

Subd. 3. Selection of Arbitrator: Upon the prior submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the BMS to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon arbitrator or the failure to request an arbitrator from the BMS within the time periods provided herein shall constitute a waiver of the grievance. **TA 8-29-12**

Subd. 4. Submission of Grievance Information: **TA 8-29-12**

a) Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

1. The issues involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents relating to Section 5, Article 18 of the grievance procedure.

b) The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the **TA 8-29-12**

opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

TA 8-29-12

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

TA 8-29-12

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement, nor shall an arbitrator have jurisdiction over any grievance which had not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein, nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

TA 8-29-12

ARTICLE XXIII

MISCELLANEOUS

Section 1. Supervision: An employee shall be under the direct supervision of the Supervisor of Transportation.

TA 8-29-12

Section 2. Safety and Training: All employees shall complete safety and training courses as required by the School District.

TA 8-29-12

Bus Drivers and Bus Aides Agreement ~~2010-2012~~ 2012-2014

Section 3. Discipline: All student discipline problems shall be promptly reported to the appropriate school principal on the student code of conduct violation report form, with a carbon copy to the Supervisor of Transportation. **TA 8-29-12**

Section 4. Licenses: The School District will pay for each bus driver's license. In order to be compensated for this license, a new employee must work for the School District for a period of three (3) calendar months. Payment will then be included on the following month's check. **TA 8-29-12**

ARTICLE XXIV

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on September 1, ~~2010~~ **2012** through Labor Day ~~2012~~ **2014** and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than April 1, ~~2012~~ **2014**. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement. **TA 8-29-12**

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the bus drivers of the School District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions. **TA 8-29-12**

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement, except as provided in Article VIII, Section 5, Subd. 4., of this Agreement. However, this Agreement may be amended at any time by individual agreement of the parties. **TA 8-29-12**

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof. **TA 8-29-12**

Bus Drivers and Bus Aides Agreement ~~2010-2012~~ 2012-2014

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

For: Minnesota Teamsters Public & Law
Enforcement Employees Union
Local No. 320
3001 University Avenue, SE
Minneapolis, MN 55414

For: Independent School District No. 831
6100 North 210th Street
Forest Lake, MN 55025-9796

Business Agent

President

Negotiating Committee Member

Clerk

Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member

Dated: _____

Dated: _____

APPENDIX A

TA 12 4 2012

RATES OF PAY - BUS DRIVER

	<i>STEPS GRANTED</i>	<i>NO STEPS</i>
	Effective	Effective
A. <u>Regular Driver</u>	<u>Sept. 1, 2010 2012</u>	<u>Sept. 1, 2011 2013</u>
Step 1	\$15.50	\$15.50
Step 2	\$15.80	\$15.80
Step 3	\$16.18	\$16.18
Step 4	\$16.69	\$16.69
Step 5	\$17.35	\$17.35
Step 5	\$17.45	\$17.70

RATES OF PAY - BUS AIDES

	<i>STEPS GRANTED</i>	<i>NO STEPS</i>
	Effective	Effective
<u>Bus Aides</u>	<u>Sept. 1, 2010 2012</u>	<u>Sept. 1, 2011 2013</u>
Step 1	\$13.51	\$13.51
Step 2	\$13.83	\$13.83
Step 3	\$14.19	\$14.19
Step 4	\$14.72	\$14.72
Step 5	\$15.34	\$15.34
Step 5	\$15.44	\$15.69

B. Substitutes

Note: Substitutes will be placed on the regular salary schedule the same as regular drivers or aides.

C. Drug Testing

Effective first of the month following settlement, drivers will be paid one hour for each required drug test.

FLAT RATES

D. Activity Route

Effective first of the month following settlement. \$27.86

E. Bus Washing

Effective first of the month following settlement. Regular Driving Wage

Bus Drivers who wash their own buses may do so up to a maximum of four (4) times per month as approved by the Supervisor of Transportation.

F. Route Bidding

Effective first of the month following settlement. 1 hour of Regular Driving or Bus Aide Wage

G. Training Session & Safety Meetings

Effective first of the month following settlement.

1 hour of Regular Driving
or Bus Aide Wage

H. Annual Route Preparation for Aides & Drivers

TA 12-4-2012

Effective first of the month following settlement.

**2.5 hour of Regular Driving
or Bus Aide Wage**

APPENDIX B

DEFINITIONS

Activity Route:	Is an after school route that transports students home in an assigned area.
Extra Trip:	Approved transportation outside of the regular to and from school transportation route.
Open Regular Route:	A driver vacated regular route assignment due to a resignation, discharge, or a new regular route created by the School District.
Regular Bus Driver:	Is a permanent employee who is assigned to a regular route.
Regular Bus Aide:	Is a permanent employee who is assigned to a regular route.
Regular Routes:	Is the School District's selection of routes generally located in the same geographic area, which create a permanent driver position for that particular school year.
Route(s):	Are the School District's assigned roadways to be traveled to transport a load of students to and from school on a regular basis, consisting of the following: Elementary Pick-Up Route Elementary Take-Home Route Secondary Pick-Up Route Secondary Take-Home Route Mid-Day Pick-Up Route Mid-Day Take-Home Route Special Education Pick-Up Route Special Education Take-Home Route Shuttle Route
Substitute Driver:	Is an employee who does not have a permanent position.

APPENDIX C

Memorandum of Understanding
Between Independent School District No. 831
And

The Minnesota Teamsters Public and Law Enforcement Employees Union Local 320

Dependent Medical Insurance: The following employees shall be eligible to participate in dependent medical insurance and shall also receive the district's contribution towards dependent medical insurance as outlined in Article IX, Section 1, Subd. 2 of this agreement until they either separate from their bus driving position or they voluntarily drop their dependent insurance coverage:

TA 8-29-12

~~Roger Anderson~~ #1237

Tanya Weise #5786

Brent Johnson #6519

LeeAnn Carpenter #8414

Sick Leave: The district will allow intermittent use of sick leave for the purpose of obtaining district insurance contributions for up to 3 months, if an individual has applied for long term disability.

TA 8-29-12

Retiree Special Retirement Pay Plan: The School District agrees to contribute an amount equal to the value of the retiring employee's severance pay directly into the retiree's special retirement pay plan account. The retiree will not receive any direct payment from the School District for severance pay.

TA 8-29-12

The School District contribution(s) into the retiree's special retirement pay plan account will be made according to the same timeline as was provided for the direct payment of severance pay, unless the IRS contribution limit is met.

The School District's annual contribution into the retiree's special pay plan account must not exceed the IRS contribution limits. If the amount calculated exceeds the available limits in the year of retirement, the School District will make a contribution up to the IRS maximum into the retiree's special retirement pay plan account in the following calendar year(s).

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding:

For: Minnesota Teamsters Public and Law
Enforcement Employees Union Local #320
3001 University Ave. Southeast
Minneapolis, MN 55414

For: Independent School District No. 831
6100 North 210th Street
Forest Lake, MN 55025-9796

Business Agent

School Board President

Steward

Clerk

Steward

Dated: _____

Steward

Dated: _____

