

WORK AGREEMENT

**INDEPENDENT SCHOOL DISTRICT NO. 308
NEVIS, MINNESOTA**

and

BUS DRIVERS

Effective

July 1, 2025-June 30, 2027

WAGE PAYMENT FOR FY26 and FY27

Years of Service	FY26		FY27		
	\$	\$	\$	\$	
0-4 yrs	24.79	0.49	25.28	0.50	2% and 2%
	\$	\$	\$	\$	
4+ - 8 yrs	26.29	1.50	26.78	1.50	
	\$	\$	\$	\$	
8+ - 25 yrs	27.79	3.00	28.28	3.00	
	\$	\$	\$	\$	
25+	28.29	3.50	28.78	3.50	

Extracurricular and Special Meeting Pay

Years of Service	FY26		FY27		
	\$	\$	\$	\$	
0-4 yrs	22.28	0.44	22.72	0.45	2% and 2%
	\$	\$	\$	\$	
4+ - 8 yrs	23.78	1.50	24.22	1.50	
	\$	\$	\$	\$	
8+ - 25 yrs	25.28	3.00	25.72	3.00	
	\$	\$	\$	\$	
25+	25.78	3.50	26.22	3.50	

1. Driving routes and schedules will be set up by the transportation supervisor and approved by the Superintendent each year.
2. Route drivers will be allotted one hour and fifteen minutes each driving day for equipment checks, bus warm-up; fueling, cleaning, meetings with supervisor, etc.
3. Employees that have been employed as a regular route driver with the School District for twelve (12) years will receive a lump sum payment of \$150 per contract year, those with sixteen (16) years or more of service will receive a lump sum of \$200 per year.
4. Substitute bus drivers that achieve 38 days of driving service during a school year will receive \$500 in compensation at the end of the year.
5. Drivers will receive 2 hours of pay if school closing decision is made after 5:30 a.m.
6. New driver and Bus route training will be paid at \$15.00 per hour.
7. A \$1000 new Regular Route driver sign on bonus will be disbursed following 38 days of employment.

8. All drivers hired after 2009 who achieve thirty-eight (38) days of driving during a school year will gain a year of experience on the seniority schedule.
9. Any Nevis Public School Employee will receive a \$500 for a new bus driver hire, if the bus driver achieves 38 days of employment.

GROUP INSURANCE

Section A. Group Insurance

- (1) Qualifications: Each employee who qualifies for and is enrolled in the School District's group health insurance plan shall be eligible to participate.
- (2) Additional Cost: Any additional cost of the premium which is the employee's responsibility shall be paid through payroll deduction, which deduction is hereby authorized.
- (3) Effective Date: The first month for which premium contributions will be made by the School District is July 1. The contributions will be made on or before the first day of the month toward which they are applied.
- (4) Retirees on Group Health Plan: Employees who retire shall be allowed to continue under the Group Health and Hospitalization Plan provided that the employee pays for the monthly premiums and that the insurance carrier will allow employees to remain on the plan.

Section B. Establishment of VEBA:

Effective October 1, 2004, School District shall adopt the Minnesota Service Cooperative's VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees. The School District and the employee assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this Agreement. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501C(9) of the Internal Revenue Code.

If the Employer maintains a cafeteria plan with a health flexible spending account (an FSA), the School District will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the FSA plan year, the eligible health expenses will be paid from the FSA first, until the individual's FSA account is exhausted, and from the VEBA plan second.

Section C. Benefits Provided Through the VEBA:

The School District shall provide a health reimbursement arrangement through the VEBA plan.

Section D. Payment of Administrative and Investment Fees:

Administrative fees allocable to individual accounts of active employees shall be paid by the School District. Administrative fees allocable to the individual account of former employees, including retirees, shall be paid from individual accounts. Administrative fees shall be paid from individual accounts of all participants in the event the VEBA plan is terminated.

Section E. School District Contributions to the Health Reimbursement Arrangement for Active Employees:

- (1) The School District will make periodic contributions to each individual's account under the "Health Reimbursement Arrangement" for qualifying employees in accordance with the following schedule:
 - (a) \$1,200.00 for each qualified employee who elects single coverage under the group health plan.
 - (b) \$2,400.00 for each qualified employee who elects two-party or family coverage under the group health plan.
- (2) Bus Drivers employed with the School District before November 1, 2015 shall have available the group health plan(s) as described in the Nevis Public School's annual health plan renewal. With respect to qualifying employees who are members of this Work Agreement, the School District shall contribute an amount not to exceed the district's July 1, 2025 benefit toward the monthly premium cost for single group health coverage, or the monthly premium cost for two-party group health coverage, or the monthly premium cost for family group health coverage for any available plan option. Thereafter, the School District contribution shall be adjusted to include fifty percent (50%) of any monthly premium increase or decrease above or below the premium amounts listed in this subdivision. Employees wishing to upgrade to a lower deductible plan or upgrade to a family or two party plans will be responsible for the additional cost.
- (3) Bus Drivers who begin employment after November 1, 2015 shall have available the group health plan(s) as described in the Nevis Public School's annual health plan renewal. With respect to qualifying employees who are members of this Work Agreement, the School District shall contribute an amount not to exceed the district's July 1, 2025 benefit toward the monthly premium cost for single group health coverage, or the monthly premium cost for two-party group health coverage, or the monthly premium cost for family group health coverage for the lowest benefit plan option. Thereafter, the School District contribution shall be adjusted to include fifty percent (50%) of any monthly premium increase or decrease above or below the premium amounts listed in this subdivision. Employees wishing to upgrade to a lower deductible plan or upgrade to a family or two party plans will be responsible for the additional cost.
 - a. If a participant in the VEBA plan is entitled to receive an annual contribution that is prorated on a monthly basis over the VEBA plan year, and the Employee incurs one or more claims for an eligible health expense that exceeds the Employee's account balance in the VEBA Plan, the District, may, at the Employee's request, accelerate its pro-rated contribution for that year to the extent necessary to reimburse the Employee for the claim. The total contribution for such an Employee shall in no event exceed the contribution to which he or she was originally entitled to for that year.
 - b. If a qualified Employee enters the VEBA plan as a participant on a date after the first day of the VEBA Plan year, the District shall pro-rate the amount of the District contribution to reflect the late entry.
 - c. All contributions on behalf of a VEBA Plan shall cease on the date the Employee is no longer covered under the high deductible health plan or from separation of employment.

If provisions of the Patient Protection and Affordable Care Act (PPACA) required contractual revisions, the parties mutually agree to reopen this contract to address those revisions.

Section F. 403 (b)

Bus drivers will be eligible for 403(b) investment plan match of \$75 per month upon completion of 3 years of service to the district.

GENERAL PROVISIONS

Section A. Physical Examination

Each regular bus driver is required to submit an approved D.O.T physical from a physician of his/her choice before being officially employed in the Nevis School District. In the interest of good health, the School Board reserves the right to call for a physical examination of any employee at any time. Those examinations required by the School District shall be paid for by the School District. State required physical exams for currently employed District 308 bus drivers will be paid for by the School District.

Section B. Pay Days

Pay days will be twice per month, with checks distributed on the 15th and the last day of the month. In the event the 15th or the last day of the month should fall on a weekend or holiday, pay day will be on the preceding week day.

Section C. Safety Council

- (1) A School District-wide safety council shall be established consisting of administrators, teachers, non-contract employees, School Board members, and students. Any unsafe condition on School District property or any work hazard shall be reported to the safety council for investigation and remedy. Final decision as to any remedies shall rest with the School Board.
- (2) All drivers must have and read a copy of the School District's Transportation Safety Policy.
- (3) All drivers are subject to the federally required substance abuse testing program. Drivers will annually sign an acknowledgment of having received, read, and understood the substance abuse testing program. Drivers who fail a substance abuse test administered under the School District's federally mandated substance abuse testing program may be terminated immediately as per federal law.

Section D. Extracurricular

- (1) During extracurricular trips, bus drivers will be paid for the entire duration of the trip. One hour's compensation is allowed for clean-up time at the end of the trip.
- (2) Meals will be reimbursed according to the district guidelines in the staff handbook (Breakfast-\$8, Lunch-\$10, Dinner-\$13). During overnight trips, the bus driver will be compensated for up to \$65 for meals. Receipts must accompany requests for reimbursement.

- (3) Drivers who are assigned an extracurricular run and are not informed of a cancellation prior to arrival at the bus barn for the activity are to be compensated for two hours driving time.
- (4) Drivers who are assigned extra-curricular trips which are less than two hours in duration will be compensated for two hours of driving time. Drivers are not eligible for the one-hour minute prep/clean up stipend for trips lasting less than two hours.

Section E. Bus Service Preference

- (1) At the beginning of each school year bus drivers (substitute and regular) must sign up with the supervisor if they want to participate in taking extra trips. They will be selected in a rotating order. The least senior drivers will be required to drive after senior drivers have indicated they are unable to drive a particular trip. Drivers who wish to be placed on short call list to support unplanned trips must sign up with the supervisor during the school year.
- (2) Requests for bus service for extra trips will be kept in order on a first-come, first-serve basis.
- (3) When a route becomes open due to a resignation, retirement, or termination, the School District transportation supervisor will post the route for a period of five (5) workdays. Any regular driver who is interested in the new route may submit an employment application to the school district transportation supervisor indicating his/her interest. The transportation supervisor will consult with the superintendent before filling the route. The decision of the superintendent will be final.

Section F. Sick Leave

- (1) Full time regular bus drivers (driving an a.m. & p.m. route) will be granted 80 hours of sick leave at the beginning of each year to be used at full salary for personal illness. Part-time regular bus drivers will accrue one hour of sick leave for every thirty hours worked, with a maximum of 48 hours per year. District will only provide ESST-designated leave to the minimum extent required by law.
- (2) Unused sick leave days may accumulate to a maximum credit of one hundred twenty (120) days of sick leave per employee.
- (3) Sick leave with pay shall be allowed by the School Board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- (4) The School Board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness indicating such absence was due to illness, in order to qualify for sick leave pay. The School Board shall require a certificate after five (5) days of absence due to sick leave.
- (5) Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.
- (6) Sick leave pay shall be approved only upon submission of a leave request utilizing Time Tracker in SMARTeR
- (7) In figuring such leave, the year will start as of July 1.

- (8) Drivers who have not accumulated enough medical leave and they experience an emergency in their immediate family (spouse, child, father, mother, and sibling), will be allowed to be excused from duty, without pay, for up to 10 days without a corresponding reduction of benefits. This request must be submitted in writing and approved by the Superintendent.
- (9) Bereavement Leave: Up to five (5) days of any one year's sick leave may be allowed per occurrence due to the death in the bus driver's immediate family. "Immediate family" is defined as the teacher's spouse or registered domestic partner, child, parent, parent-in-law, stepparent, sibling, grandchild, grandparent, or other relative who was living in the same household as the bus driver. Leave for this purpose is noncumulative; not more than ten days at full salary will be allowed for this purpose in any one year. One day of this ten-day allowance may be used in any one year to attend the funeral of a close relative or a very close friend. If not used, this may be cumulative to two days.
- (10) A Bus Driver may use sick leave benefits provided by the District for absences due to an illness of or injury to the Bus Driver's dependent child for such reasonable periods as the Bus Driver's attendance with the child may be necessary, on the same terms the Bus Driver is able to use sick leave benefits for the Bus Driver's own illness or injury, as provided in M.S. 181.9413.
- (11). Bus drivers who have accumulated more than 120 days of sick leave will receive \$50 per day for each day in excess of 120 days at the end of the school year.

Section G. Formula for Computing Use of Sick Leave Allowance

- (1) The days of sick leave used in the current fiscal year are to be deducted from the total accumulated days. The days earned in the current fiscal year are then to be added to the remainder in order to arrive at the new accumulative total at the beginning of each fiscal year, July 1.
- (2) The leave as outlined in this paragraph must be approved prior to the taking of such leave by a submission of a signed request by the employee upon a leave form available at the Superintendent's office or School District transportation supervisor's office.
- (3) Medical leave may be used for assisting the immediate family when health care is necessary.
- (4) Beginning January 1, 2026, Minnesota Paid Leave shall be granted pursuant to applicable law.

Section H. Worker's Compensation

- (1) Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District, under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave and/or vacation pay.
- (2) A deduction shall be made from the employee's accumulated vacation or sick leave accrual time according to the pro-rated portions of days of sick leave or vacation time which is used to supplement worker's compensation.

- (3) Such payment shall be paid by the School District to the employees only during the period of disability.
- (4) In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section I. Personal Leave

- (1) A regular bus driver may earn a total of three personal leave days per year. Personal leave days may be used for any reason. Employees may carry over two (2) personal leave days per year into the next school year for a maximum of five (5) days in any one year. Bus drivers have the discretion to sell any or all unused personal leave days to the district for \$100.00 per day to be paid in a separate check in June. This payment shall be made upon submission of a payroll voucher on or before the last working day of the school year.
- (2) However, in the case of a personal emergency, five days' prior approval should be procured by the employee from the Superintendent, if possible. The total number of drivers taking personal leave herein described shall not exceed two drivers on the same date. Personal leave days shall not be deducted from sick leave accumulation.

Section J. Jury Duty

- (1) Any bus driver who is required to serve as a juror shall be granted a leave with pay while serving on jury duty contingent upon the driver paying to the School District any fees received, minus travel allowance, for such jury service.

Section K. Seniority

- (1) Seniority standing shall be granted to all regular bus drivers. The standing is to be determined on the basis of total length of continuous employment. Substitute drivers will be considered the most desirable applicants should a bus driver position be open.

Section L. Driver Responsibility

- (1) Drivers must sweep their buses daily, remove snow from their bus garage stalls, and check seats after every route. Drivers must also check daily the bus surveillance camera to ensure their proper operation.
- (2) Drivers must check emergency and safety equipment daily and report any defects.
- (3) Drivers must keep windshields, back glass, mirror, headlamps and signal (warning) lamps clean at all times.
- (4) Drivers must report any repairs needed in writing on a daily work sheet and submit it to the School District transportation supervisor. The School District transportation supervisor/mechanic will have up-to-date maintenance records available for review for each vehicle.
- (5) Drivers must report elapsed miles for periodic service (2,500 miles) to the School District transportation supervisor.

- (6) Spare buses shall receive the same care, attention and service as regular buses when used as replacements (i.e., sweep out, report defects, time for service, clean glass and lamps).
- (7) Drivers must clean (sweep out) buses upon return from extra or out-of-town trips. When non-regular drivers use a bus and it is not cleaned, full-time drivers must report this to the School District transportation supervisor.
- (8) When billing the school for extra-curricular activities, drivers must write down the miles traveled.
- (9) All drivers are to read their copy of the Minnesota School Bus Driver's Summary of Rules and Regulations. These should be available from the School District transportation supervisor.
- (10) Drivers are to review and approve their route map as developed by the Transportation Supervisor. Current versions of the route maps are to be maintained at the Transportation Supervisor office as well as District Office with current copies kept in the sub-driver file on the bus.
- (11) The first drop-off at the Nevis Public School shall not be earlier than 8:05 a.m. This may vary as necessary and must be approved by the School District transportation supervisor.
- (12) All buses must be in position at school not later than 5 minutes before school is dismissed for the day.
- (13) Drivers must complete summer checklist with transportation supervisor before turning in bus for the summer.
- (14) **Bus drivers will drop off students at authorized stops only.** Failure to do so will result in appropriate administrative action. Drivers will receive notification from the office through bus passes or verbal notification of changes from the established route.
- (15) Activity bus routes will be set up on a rotation basis to provide all drivers with a fair share. Whenever possible, drivers will be informed one week ahead of time to facilitate their plans.
- (16) The current bus route schedule is required to be in the bus and at the home of the driver at all times. These schedules are to be updated periodical with the office notified whenever needed.
- (17) Drivers must participate in one safety training session per year.
- (18) A bus driver who leaves a student on the bus after completing a route will be suspended without pay for two weeks. Bus drivers will be terminated from employment after the second occurrence. Bus drivers must visually inspect their buses for students at the school in the a.m. and again at the last drop-off in the p.m. This includes special trips.
- (19) Bus drivers will remain in the immediate vicinity of their vehicles while fueling as indicated by the posted warnings at fueling sites. Noncompliance which causes a

significant spill (one gallon or more) of fuel will be cause for a one-week suspension without pay.

Section M. Dock Days

A maximum of ten (10) dock days may be taken without a loss of benefits, but a sub driver must be available. Benefits will begin to be pro-rated on the 11th dock day and any dock day thereafter. These days must be pre-approved by the school district transportation supervisor and the superintendent. Drivers who are committed by election or appointment to civic duties, such as serving on government boards, and cannot schedule around assigned driving times will be allowed to use dock time beyond the ten (10) allotted days, as necessary, to fulfill those obligations. However, benefits will still be prorated starting with the 11th dock day. These requests must be pre-approved by the superintendent.

Section N. Student Discipline on the Bus

Bus drivers shall follow the prescribed procedure below when confronting student misbehavior:

- (1) The driver shall give students a brief explanation of "School Bus Riding Rules and Expectations" on the first day of school.
- (2) Unacceptable behavior, as judged by the bus driver, shall be confronted as follows:
 - a. A verbal warning can be given.
 - b. Assigned seats can be given in conjunction with a call to parents
 - c. A conference with the student's parents can be held.
 - d. A conference with the school principal can be held. Suspension by school administration can be considered.
 - e. A second conference with the school principal will be cause for a one-week suspension from the bus.

Note: Depending on the type of misbehavior, any one of the five consequences can be applied without prior warning.

This work agreement shall be effective only upon signatures of the superintendent and of the officers of the school board after authorization for such signatures by the officers is given by school board action, recorded in its minutes.

IN WITNESS WHEREOF, the School
have subscribed their signatures
this ____ day of _____ 2025.

IN WITNESS WHEREOF, the bus drivers District
have subscribed their signatures this
_____ day of _____ 2025.

Superintendent

Bus Driver Representative

Chairperson

Bus Driver Representative

Clerk