

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 51

and

SCHOOL BUS DRIVERS

2021-2023

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ARTICLE I EMPLOYMENT

Section 1. Employment Period:

Subd. 1. Bus Drivers shall be employed and paid on a semi-monthly basis and shall be considered part time employees on a 9 month basis. A three month leave of absence shall be granted for those drivers not on a summer bus schedule.

Subd. 2. Drivers shall follow time schedules as established by the School District. Failure to do this may result in dismissal. All drivers will provide the District with a *seating* chart and they will have a chart on the bus at all times. All new students or changes of the bus schedule must be reported by the driver to the transportation supervisor immediately.

Subd. 3. To the best of his/her ability, a driver must keep control of students on his/her bus and adhere as closely as possible to behavior rules established by the School District. Bus capacity limits will be adhered to except in life-threatening, emergency situations only, at the direction of the District.

Subd. 4. Minnesota regulations concerning school bus driver qualifications shall serve as minimum requirements.

Subd. 5. In the event of blocked roads or extreme weather conditions necessitating the closing of school, the Superintendent will determine whether days lost to attendance as a result of such closing will be made up by having school in session on days designated as "vacation days."

Subd. 6. Holidays on which bus drivers will not be asked to work are the following:

Labor Day	Christmas Day	President's Day
Thanksgiving Day	New Year's Day	Good Friday
Memorial Day		

Any additional holidays granted by the school board shall be added to the above list.

Subd. 7. Bus drivers shall be expected to notify the transportation supervisor or the School District office by August 1st of each year of their intentions to continue driving for the coming school term. Failure to do so shall cause that driver to forfeit seniority rights.

Subd. 8. A biennial, individual contract shall be signed by the Board of Education and the bus driver, and a notice of assignment shall be provided to the bus driver within thirty days of signing said contract.

Subd. 9. The district will meet to start negotiations at least 3 months prior to the end of the current contract.

Section 2. Wage Provisions:

Subd. 1. Salary shall be paid according to SCHEDULE A in 18 equal semi-monthly installments commencing on or about September 30th. Pay checks shall be distributed on the 15th and the last day of each month, provided, however, that when such dates fall on the weekend, holiday, etc., such checks will be issued on the last business day immediately preceding such weekend or holiday. The semi-monthly amount will be determined by dividing the monthly amount by 2.

Subd. 2. When the affairs of the District demand the computation of a bus driver's daily wage, such daily wage shall be computed in the following manner: the monthly salary times nine (9) months

divided by one hundred seventy-two (172) days (165 driving days plus 7 holidays). Additional days driven shall be paid at driver's current rate of pay. The bus driver negotiators will meet with the District payroll person and review the actual number of student days by May 15th of each year.

Subd. 3. Any driver in his/her fifth (5th) year of employment whose route has been changed, thus reducing the length of his/her route, shall not have his/her salary lessened from the previous year. An exception shall be made when the driver requests a change to a shorter route.

Section 3. Substitutes:

No driver shall make arrangements to have a substitute driver replace him/her on any route, activity or extra curricular trip. All substitutes will be arranged by the transportation supervisor.

Section 4. Medical Examinations:

All bus drivers, upon entering the School District for the first time shall present a certificate of good health. Such certificate shall be presented prior to assuming the employment assignment and shall be such a certificate as is prescribed by the School Board. The cost of such initial examination shall be the obligation of the bus driver. The district shall contribute up to \$100.00 per year when required toward subsequent examinations for driver's license renewal purposes. If the driver's health insurance pays for such examinations, no District contribution shall be made.

Section 5. Outside Employment:

No employee may engage in any outside employment during the term of his/her employment period when such employment will in any manner affect or interfere with the performance of his/her duties. The School Board shall determine what constitutes interference.

Section 6. Professional Liability Insurance:

For each bus driver the School District shall contribute a sum not more than \$50.00 toward the premium for individual professional liability insurance for coverage of \$250,000 available Through District membership in a professional association.

Section 7. Random Drug Testing

Each time a bus driver must submit to a random drug test they will be compensated at a rate of \$25.

ARTICLE II LEAVE OF ABSENCE

Section 1. Sick Leave:

Subd. 1. The annual sick leave for bus drivers shall be computed as one day per month for regular runs, cumulative to 110 days; such accumulation shall include the current annual allowance.

Subd. 2. Drivers will be notified of their accumulated sick leave to be carried over at the end of each year, in addition to receiving a notice of sick leave available at the start of each year.

Subd. 3. Sick leave with pay shall be allowed by the School District whenever an employee's absence is found to have been due to his/her illness or injury which prevented attendance at school and performance of duties on that day or days. The employee may use sick leave for absences due to an illness of or injury to the employee's immediate family for such reasonable periods as the employee's attendance may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury. The immediate family shall be defined as the

employee's child, adult child, spouse, sibling, mother in law, father in law, grandchild, parent, grandparent, or stepparent.

Subd. 4. The School district may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to eligibility of an employee for sick leave is reserved to the School Board subject to the grievance procedure.

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

Subd. 6. With the approval of the administration, the use of sick leave shall be allowed for necessary dental and doctor appointments for the employee and/or the employee's child that cannot reasonably be accomplished outside of normal duty hours.

Subd. 7. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.

Section 2. Short Term Leave: Death or Illness in the Immediate Family

Subd. 1. A leave of absence without loss of pay not to exceed five days shall be granted for the death of the driver's child or spouse's child or for a death or serious illness in the immediate family. Under very unusual circumstances, the superintendent may at his/her discretion, grant a reasonable extension of such leave of absence. Short term leave will be deducted from sick leave.

Subd. 2. The immediate family shall be defined as the employee's child, adult child, spouse, sibling, mother in law, father in law, grandchild, parent, grandparent, or stepparent.

Section 3. Other Short Term Leave:

Subd. 1. A leave of absence may be granted, at the discretion of the superintendent or his/her designee, in the event of death or serious illness of any other relative or close friend. Further, such leave may be extended to include weddings or special events. Leave will be deducted from personal leave.

Section 4. Unpaid Leave:

Subd 1. Requests for unpaid leaves must have prior written approval except in the case of an emergency. The transportation supervisor will not grant unpaid leaves without legitimate reasons.

Section 5. Personal Leave:

Subd 1. All school bus drivers may be granted three days (six trips) of personal leave per year. Unused personal leave shall accumulate to a maximum of 4 days (eight trips). All such leave must have advanced written authorization from the Transportation Supervisor at least three days in advance, whenever possible. All leaves must have prior approval, but at no time shall more than two (2) bus drivers be granted personal leave on any one morning or afternoon route. However, the Superintendent may allow an additional number of school bus drivers to utilize personal leave on any one day at his/her sole and exclusive discretion.

Section 6. Long Term Leave:

Subd. 1. A leave of absence, not to exceed one year, may be granted for medical reasons upon the recommendation of a physician. Re-employment shall be offered only upon prior certification by a physician that the driver is capable of resuming his/her position.

Such leave of absence may also be granted at the request of the District. Long term leave for other than medical reasons may be granted to the bus driver upon approval by the Board of Education. All requests of this nature are to be submitted in writing and shall state the reason for the request and the probable date of return.

Subd. 2. The driver on leave of absence must signify in writing by August 1st of the year in which his/her leave expires his/her intent to return to his/her duties at the opening of the next school year. Failure to signify such intent will cancel the leave of absence and the driver shall forfeit any rights or claims to his/her position.

Subd. 3. All leave shall be without pay. However, the driver shall retain his/her present status including his/her position and such privileges, such as activity runs, that may have been earned prior to such leave. Drivers granted such leaves shall have the right to retain all fringe benefits at their own expense.

Section 7. Appeals:

Subd. 1. An appeal of a decision in Sections 2-5, shall not be valid for consideration unless the appeal is submitted in writing to the transportation supervisor, with a copy to the superintendent, setting forth the facts and the specific provision of this section allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the appeal occurred. Failure to file any appeal within such period shall be deemed a waiver thereof. Failure to appeal from one level to another within the time periods hereafter provided shall constitute a waiver of the appeal. An effort shall first be made to adjust an appeal informally between the employee and the transportation supervisor.

Subd. 2. The School District and the employee shall attempt to adjust all appeals to decision under this section in the following manner:

Level I: If the appeal is not resolved through informal discussions, the transportation supervisor shall give a written decision on the appeal to the parties involved within ten (10) days after receipt of the written appeal. Failure by the transportation supervisor to issue a written decision within the time periods provided herein, shall constitute a denial of the appeal, and the driver may appeal to the next level.

Level II: In the event the appeal is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If an appeal is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the appeal within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

Section 8. Worker's Compensation:

Pursuant to M.S. Ch. 176, an employee injured on the job in the service of the School District and collecting workers' compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

Section 9. Incentive Pay for Good Attendance:

Incentive Pay: Any employee who has not used more than two days (four routes of leave of any kind for the fiscal year shall be provided cash compensation of \$70.00. Any employee who has not used more than one day (two routes) of leave of any kind for the fiscal year shall be provided cash compensation of \$105.00. \$140.00 will be paid to any employee who misses zero (0) days (zero routes) of work, excluding, holidays, or school closings. Cash compensation shall be payable June 30 of the school year in which it is earned.

ARTICLE III DISMISSAL, RESIGNATION, RETIREMENT PROGRAMS SENIORITY RIGHTS

Section 1. Dismissal:

Subd. 1. Bus drivers shall be dismissed immediately for any of the following reasons:

Subd. 1.1. Failure to pass any physical examination that may be required by the School Board.

Subd. 1.2. Insubordination and lack of cooperation.

Subd. 1.3. Use of a chemical substance including alcohol, which interferes with the driver's performance of this duty and reflects discredit to the School District.

Subd. 1.4. The commission of any criminal offense or any offense involving moral turpitude.

Subd. 2. Employees may be dismissed upon two weeks written notice for the following reasons:

Subd. 2.1. Inefficiency or inability to meet acceptable standards of work and/or other items of similar gravity.

Subd. 2.2. Any unauthorized or unreported absenteeism shall mean a deduction of full wages for the period of absence and excessive abuses in absenteeism will result in dismissal.

Subd. 2.3. Any other cause, which may be made as, grounds for dismissal by applicable statutes of the State of Minnesota.

Subd. 2.4. **During** an investigation of charges brought against a bus driver, the driver shall be suspended with pay until the situation is resolved.

Section 2. Resignation:

Upon two weeks written notice, bus drivers may terminate their service with the School District without prejudice.

Section 3. Retirement Program:

All bus drivers are required by law to enroll in the Public Employees Retirement Association (PERA). All new bus drivers must participate in the Coordinated Plan (PERA and FICA), and law sets the percentage deducted.

Section 4. Severance Pay:

After fifteen (15) years of service to the School District the driver is eligible for severance pay upon terminating employment with the District. The driver will receive three paid sick days for each year of driving with the School District cumulative to a maximum of 110 days providing the sick leave has

been accumulated. (Example: 15 years driving = 45 paid sick days) A driver may collect severance pay only one time upon terminating employment with the District.

Section 5. Retired Drivers:

Subd. 1. Upon retirement from the School District, a bus driver is eligible to apply for a new or vacant position as a bus driver. A driver who has retired from the District as a bus driver and is hired to fill a new or vacant bus driver position will be hired on an annual basis or less. The transportation supervisor will notify the driver who has retired from the District as a bus driver at the end of the school year if s/he will not be asked to continue driving a regular route for the following year. Otherwise the retired driver will be sent and will return to the transportation supervisor the same availability slip as all other drivers.

Subd. 2. School bus drivers who qualify under Article III Section 5 Subd. 1 will be placed on step 3 at the mileage lane determined by the Director of Transportation.

Subd. 3. School bus drivers who choose to participate in this program will be hired at the least senior position at the time of hire, but will earn seniority from this point forward.

**** Donald Beehler will be grandfathered into this program. He will retain step placement.**

Section 6. Seniority Rights:

Subd. 1. The School Board recognizes that the purpose of seniority is to provide a declared procedure as to the order of layoff and recall of drivers. Drivers with the least continuous service shall be laid off first. If any opening subsequently occurs, the laid off driver with the most continuous service shall be recalled first. If a former driver elects not to return to work when recalled, the driver forfeits seniority rights.

Subd. 2. Assignment of Extra Driving:

All extra driving assignments and shuttles will be assigned to the following lists which each have separate seniority.

1. Extracurricular List A will consist of up to four (4) drivers.
2. Extracurricular List B will consist of up to four (4) drivers.
3. Shuttle drivers.

Subd. 2.2 Extracurricular trips will be rotated among those drivers on the A list. Substitutes, or when more than four trip drivers are required, are chosen by the transportation supervisor from the B list.

Subd. 2.3 Once a driver is assigned to one of these categories, they are added to that seniority list after one year of successful extracurricular or shuttle driving. Until a driver has completed one year of successful service on the list, they have probationary status for such list as described in Article III Section 7.

Subd. 2.4 Once a driver has achieved seniority on a list, drivers may be removed from a list for unsatisfactory performance when noticed in writing of specific unsatisfactory performance and given ninety (90) days to correct the unsatisfactory performance. This does not preclude the district from dismissing an employee under Article III, Section 1.

Subd. 2.5 The list shall be updated annually.

Subd. 2.6 When an opening occurs in one of these categories, the vacancies will be posted in the bus garage for a period of five days on a bulletin board provided in the drivers' area. Drivers will be notified of summer openings by mail. Applications of the interested parties should be sent to the transportation supervisor. The senior candidates whose background and abilities meet the requirements of the posted position will be called in for an interview by the transportation supervisor upon written request by either party.

Subd. 2.7 The selection of the candidate for the position will be made in less than 30 working days after the completion of the posting of the position. Seniority will be taken into consideration.

Subd. 2.8 Any senior applicant not granted a position has the right to request the reasoning behind the administration's rejection of his/her application with the intent being to increase or correct any qualifications that are lacking in order to be considered in future job positions.

Subd. 2.9 Drivers who have been turned down for a list may appeal to the Superintendent according to the process outlined in Article II, Section 3, Subd. 5 of this Master Agreement.

Section 7. Probationary Period:

Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of nine (9) months of continuous service, excluding the normal summer break, 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. After the probationary period the employee will be, if retained, a regular bus driver employee of the district and entitled to the privileges thereof.

ARTICLE IV SALARY SCHEDULE

Section 1. Salary Schedule:

Subd. 1. At the determination of the District, new employees may be placed on Steps 1-3.

Section 2. Trip Reimbursements:

Subd. 1. Admission to events away from home will be reimbursed by the District when the driver has been charged for admission.

Subd. 2. The cost of meals will be reimbursed to the driver when the trip he/she drove was over five (5) hours in length. Extracurricular A list drivers will receive a \$900/year 1 and \$900/year 2 stipend in place of reimbursement with receipts.

Extracurricular A-list drivers	Extracurricular B-list drivers
\$900/year stipend in place of receipts	Must submit receipts for meal reimbursement
Stipend will be divided between 18 pay periods	
Summer trips over 5 hours must submit receipts for meal reimbursements	

Section 3. Cancelled Trips:

Subd. 1. When an extracurricular trip is canceled after a regular or activity route is given up, the driver shall receive his/her regular pay for routes given up.

Subd. 2. If an extracurricular trip is canceled and the driver is not notified of the cancellation before the departure time, the rate of pay will be \$25.00.

Subd. 3. If a Late Bus is not needed, due to low student numbers and is canceled, the driver who was scheduled and arrives before the departure time, will receive the rate of pay will be \$25.00.

Section 4. Trips Less Than 3 Hours:

When route drivers drive a trip that is less than 3 hours, the following provisions apply:

Subd. 1. When the trip is scheduled at the same time as the trip driver's regular route, the route driver will receive his/her pay for the regular route plus ½ the minimum trip pay.

Subd. 2. When a route driver is able to drive his/her own route and also meet the time schedule for the minimum trip, the driver will receive the pay for the route driven in addition to the minimum trip pay.

Section 5. Safety Programs:

Subd. 1. At least two safety programs per year for all bus drivers will be held each year. The programs are mandatory with compensation equal to Extra Curricular Trip rate specified on the attached salary schedule for each safety program attended.

Subd. 2. Should an employee not attend two mandatory safety meetings per year, it is the employee's responsibility to make satisfactory arrangements with the transportation supervisor to make up the two required trainings.

Section 6. Cleanliness of Buses:

Drivers are responsible for cleanliness of buses including routine daily cleaning. In addition, drivers are responsible for washing buses as needed to keep the bus functioning safely and to provide a clean representation of the school district. "As needed" will be determined by the driver with consideration given for weather and road conditions, with final decision by the Transportation Direct

Schedule A 2021-2022 Daily

1-12	13-24	25-32	33-40	41-57
\$73.30	\$75.00	\$76.60	\$78.79	\$80.99
\$81.83 with Longevity	\$83.53 with Longevity	\$85.12 with Longevity	\$87.32 with Longevity	\$89.51 with Longevity

Schedule A 2021-2022 Hourly

1-12	13-24	25-32	33-40	41-57
\$24.43	\$25.00	\$25.53	\$26.26	\$27.00
\$27.28 with Longevity	\$27.84 with Longevity	\$28.37 with Longevity	\$29.11 with Longevity	\$29.84 with Longevity

Longevity Pay: 5 Years of continuous service in the School District = \$162.00 additional per Month

Schedule A 2022-2023 Daily

1-12	13-24	25-32	33-40	41-57
\$76.97	\$78.75	\$80.43	\$82.73	\$85.04
\$85.79 with Longevity	\$87.28 with Longevity	\$88.95 with Longevity	\$91.26 with Longevity	\$93.56 with Longevity

Schedule A 2022-2023 Hourly

1-12	13-24	25-32	33-40	41-57
\$25.66	\$26.25	\$26.81	\$27.58	\$28.35
\$28.50 with Longevity	\$29.09 with Longevity	\$29.65 with Longevity	\$30.42 with Longevity	\$31.19 with Longevity

Longevity Pay: 5 Years of continuous service in the School District = \$162.00 additional per Month

HOURLY PAY

****58 OR MORE MILES**

PARENT MEETINGS

EXTRACURRICULAR

ACTIVITY BUS

LATE BUS

SHUTTLE

BASED ON THREE WORKING HOURS PER DAY

\$25 PER MONTH EXTRA WILL BE ADDED TO SALARY

\$25 PER MEETING (ONLY WHEN REQUIRED BY PRINCIPAL)

\$20.00 PER HOUR 2021-22 year \$60.00 MINIMUM (LESS THAN 3 HOURS)

\$20.50 PER HOUR 2022-23 year \$60.00 MINIMUM (LESS THAN 3 HOURS)

\$22.50 PER RUN

\$25.71

\$67.50 PER MONTH, \$3.00/DAY FOR REGULAR DRIVERS WHO SUBSTITUTE ON A SHUTTLE RUN

Drivers taking extracurricular trips and missing their regular route would be compensated at their regular route pay for the first one and a half hours of duty. Each additional hour would be compensated at the extracurricular rate (\$20.00)

The \$60.00 minimum pay will not apply to extra trips where a route is affected, and a sub driver is needed. See Section 4 Subdivision 1 for payout instructions.

SIGNATURE PAGE

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

SCHOOL BUS DRIVERS
ISD #51

BOARD OF EDUCATION
ISD #51

Bus Driver

Chairperson

Bus Driver

Clerk

Bus Driver

Bus Driver

Date

Date

LETTER OF UNDERSTANDING
EMPLOYEES WORKING IN MULTIPLE UNITS

It is hereby understood by and between the SEIU Food Service Employees, Custodians/Mechanics, and Secretarial/Clerical, Non-Certified Educational Assistants AFT Local 6037, van drivers and bus drivers and Independent School District No. 51, Foley, Minnesota, as follows:

During the term of this Master Agreement, representatives of Bus Drivers will meet jointly with representative(s) of the School Board, the Superintendent, and Director of Finance, to study the problems caused by the District's employment of the same individual(s) in multiple units, including the laundry position, and the applicable sections and benefits specified in each unit's contract.

The outcomes of these meetings may be one of the following:

1. The parties may mutually agree to a solution that can be put into effect upon each party's approval of an LOU incorporating that solution.
2. The parties may mutually agree to a solution which can be put in the subsequent master agreement with the agreement of each of the parties.
3. The parties may refer the problem to the negotiators of the subsequent master agreement and share the information they have learned about the problem.

Meeting time for the Bus Drivers Study Committee members will be uncompensated outside the work day time.

IN WITNESS WHEREOF, the parties have executed this Letter of Understanding as follows:

For: Bus Drivers

For: Independent School District No. 51

By: _____
Bus Driver

By: _____
Chairperson

Dated this ____ day of _____, 20__.

Dated this ____ day of _____, 20__.