

AGREEMENT

BETWEEN

ASSOCIATION OF SCHOOL BUS DRIVERS / BUS ASSISTANTS

of

INDEPENDENT SCHOOL DISTRICT NO. 833

and

SOUTH WASHINGTON COUNTY SCHOOLS

INDEPENDENT SCHOOL DISTRICT NO. 833

COTTAGE GROVE, MINNESOTA

2023 – 2025

BUS DRIVERS' / BUS ASSISTANTS' CONTRACT

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SOUTH WASHINGTON COUNTY SCHOOLS BUS DRIVERS' CONTRACT

ARTICLE I PURPOSE

Section 1. Parties: THIS AGREEMENT, entered into between the School Board of Independent School District No. 833, Cottage Grove, Minnesota, hereinafter referred to as the School Board, and the Association of School Bus Drivers and Bus Assistants of Independent School District No. 833, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1984, as amended, hereinafter referred to as the P.E.L.R.A., is to provide the terms and conditions of employment for Bus Drivers and Bus Assistants for the duration of this Contract.

ARTICLE II DEFINITIONS

Section 1. School Board: shall mean the Board of Education of Independent School District No. 833 or its designated representative.

Section 2. Association: shall mean the School Bus Drivers Association of Independent School District No. 833 or its designated representative.

Section 3. Superintendent: shall mean the Superintendent of Schools of Independent School District No. 833 or a designated representative of the Superintendent.

Section 4. Supervisor: shall mean the Director of Transportation Services of Independent School District No. 833 or a designated representative.

Section 5. Bus Driver: shall mean an employee covered by this Contract.

Section 6. Active Status: shall mean an employee not currently on an approved paid or unpaid leave of absence, suspended, or laid off.

Section 7. P.E.L.R.A.: shall mean the Public Employment Labor Relations Act of 1971, as amended.

Section 8. Other Terms: Terms not defined in this Contract shall have those meanings as defined by P.E.L.R.A.

ARTICLE III RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the School Board recognizes the Association as the exclusive representative of Bus Drivers and Bus Assistants employed by the School Board.

Section 2. Appropriate Unit: The Association is recognized as the exclusive representative of all Bus Driver and Bus Assistant employees of the School Board, who are employed for more than the lesser of fourteen (14) hours per week or 35% of the normal work week in the employee bargaining unit and more than 100 work days per year, excluding supervisory employees, confidential employees, and emergency employees.

Section 3. Job Classifications: The job classifications agreed by the School Board and the Association to be included within the appropriate unit are:

- Bus Driver
- Bus Assistant

excluding all other job classifications of the School Board.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The Association recognizes 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 School Board, its overall budget, utilization of technology, the organizational structure, and the selection and direction and number of personnel.

Section 2. Management Responsibilities: The Association recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules, and Regulations: The Association recognizes that all employees covered by this Contract shall perform the services and duties prescribed by the School Board rules, regulations, directives, and orders, issued by properly designated officials of the School Board. The Association 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 Contract. All provisions of this Contract are subject to federal and state laws.

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. All management rights and management functions not expressly delegated in this Contract are reserved to the School Board.

ARTICLE V DRIVER RIGHTS

Section 1. Right to Views: Nothing contained in this Contract shall be construed to limit, impair or affect the right of any Bus Driver or representative of a Bus Driver to the expression or communication of a view, grievance, complaint or opinion on any matter related to the

conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Association.

Section 2. Right to Join: Bus Drivers and Bus Assistants shall have the right to join and participate in the Association and shall have the right not to join and participate in the Association.

Section 3. Personnel Files:

Subd. 1. Employees shall have the right to inspect their individual personnel files.

Subd. 2. Employees shall receive a copy of evaluation materials which are initiated by the School Board or its designee and placed in the employee's individual personnel file.

Subd. 3. Absenteeism and tardiness will be considered remediated if no additional discipline is applied for 2 years or more.

ARTICLE VI ASSOCIATION RIGHTS

Section 1. Request for Dues Check-Off: Bus Drivers and Bus Assistants shall have the right to request and be allowed dues check-off for the Association, provided, that dues check-off and the proceeds thereof shall not be allowed the Association if it has lost its right to dues check-off pursuant to MN Statutes § 179A.06 Subd. 3 and 6 of the P.E.L.R.A. Upon receipt of a properly executed dues deduction card by the Bus Driver and Bus Assistant involved, the School Board will deduct from the Bus Driver's and Bus Assistant's bi-monthly paycheck the dues that the Bus Driver and Bus Assistant has agreed to pay to the Association. Dues will be deducted from paychecks received from October 1 through June 30.

Section 2. Indemnification: The Association shall indemnify and hold the School Board harmless against any and all claims, orders or judgments made against the School Board in the administration of Section 1 of this Article.

Section 3. Remittance: The School Board shall remit all monthly Association dues deducted in accordance with Section 1 of this Article to the Association within ten (10) calendar days of the pay day on which the deductions were made.

Section 4. Bulletin Board: The School Board shall provide reasonable space on a bulletin board for the Association to post material of interest to Bus Drivers. The Association may communicate with its members regarding union business and activities via reasonable use of the Employer's email system.

Section 5. Association Members: Time off for voting on Association business will be provided to 3 Association members from approximately 9:30 AM – 5:00 PM on a mutually agreed upon date between administration and the Association, with the Association providing 2-week advance notice for the time off request. The Association will pay the three (3) Association members for their time.

ARTICLE VII EMPLOYMENT STATUS

Section 1. Employment Status:

Subd. 1. Effective July 1, 2023, Bus Drivers employed for a work week of twenty-five (25) hours or more of scheduled runs shall be defined as full-time Bus Drivers. Full-time Bus Drivers shall be subject to all terms and conditions of this Contract.

Subd. 2. Bus Drivers employed for a work week of less than twenty-five (25) hours of scheduled runs shall be defined as part-time Bus Drivers. Part-time Bus Drivers shall be subject to all the terms and conditions of this Contract, except when otherwise noted.

Subd. 3. Bus Drivers who are employed for other than scheduled runs shall be defined as Substitute Bus Drivers. Substitute Bus Drivers shall be subject to all the terms and conditions of this Contract except Articles IX, X, and XI.

Section 2. Probationary Period: All Bus Drivers and Bus Assistants newly employed shall serve a probationary period in which the Bus Driver or Bus Assistant actually performs services for the School District a total of 225 hours or driven seventy-five (75) working days, whichever is reached first.

Section 3. Discipline: The School Board shall have the right to discipline employees only for just cause.

Subd. 1. Disciplinary actions by the School Board shall include only the following and shall follow the principles of progressive discipline:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension
- d) Discharge

Subd. 2. A written reprimand, suspension, or discharge of an employee may be processed through the procedures of Article XV.

Subd. 3. At any disciplinary or investigatory meeting the affected employee shall be informed of their right to have a representative present. Notice of disciplinary action other than an oral reprimand shall be given within a reasonable time, in writing, to the affected employee, and shall state the reason(s) for such disciplinary action. A copy of such written notice shall also be sent to the Association. The time for filing a grievance pursuant to Article XV shall not begin to run until written notice is received by the affected employee.

Subd. 4. A Bus Driver or Bus Assistant covered by this contract may only be suspended without pay for just cause. A Bus Driver or Bus Assistant covered by this contract will be paid during any investigatory suspension.

**ARTICLE VIII
RATES OF PAY AND HOURS**

Section 1. Base Hourly Rate: Bus Drivers shall be paid in accordance with the following hourly rate schedule.

Effective 7/1/2023 <u>2023-2024</u> \$25.00	Effective 7/1/2024 <u>2024-2025</u> \$27.00
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Section 2. Longevity: In addition to the base hourly rate set forth in Section 1 of this Article, Bus Drivers and Bus Assistants shall receive \$0.10 per hour for each year of consecutive service worked in the district. Longevity pay does not apply to substitute Bus Drivers or Bus Assistants

Subd. 1. In the event an employee is laid off from the district, their consecutive years of service to the district as it pertains to longevity, will not be impacted if they are reinstated within one year of their layoff date.

Subd. 2. Each year working as a regular Bus Driver or Bus Assistant shall count toward longevity, even though they may not have worked in those positions continuously. Any Bus Driver or Bus Assistant who moves to a substitute position must work 30 hours in that calendar year to remain eligible to receive their continuous years of service toward longevity as it pertains to this section.

Example: If a Bus Driver works for 15 years, then becomes a substitute driver for 4 years, and then returns to regular driving for 5 more years, they will receive longevity pay for the 20 years working as a regular driver.

Subd. 3. New Bus Drivers and Bus Assistants must become a regular Bus Driver or Bus Assistant prior to January 1 and finish out the school year to be awarded a year of service on July 1. New Bus Drivers and Bus Assistant who begin employment on or after January 1 will not be awarded a year of service on the upcoming July 1. Thereafter, to be awarded a year of service, a regular Bus Driver or Bus Assistant must work at least seven (7) months out of the school year to be awarded a year of service on July 1, however, June, July and August do not qualify towards those seven months.

Section 3. Substitute Drivers Premium: Substitute drivers will receive a premium of \$1.50 per hour.

Section 4. Pay Schedules: Bus Drivers shall normally be paid twice each month during the school year.

Section 5. Physical Examination: The School Board will reimburse Bus Drivers at the current rate of the service provider for required physical examinations. The reimbursement to Bus Drivers shall be made on the bills listing in the month after the reimbursement request is received. The examination fee may be adjusted based on the cost of a Bus Driver physical at a district designated clinic if that clinic raises their prices.

Subd. 1. In the event a Supervisor would require a Bus Driver to make a new appointment for a DOT physical with a qualified physician and provide medical evidence for the DOT physical, the District will reimburse the Bus Driver for the DOT physical at the current rate of the District's service provider.

Section 6. Overnight Charters: The School Board will reimburse Bus Drivers for meal and lodging expenses per school board policy #412 – Travel and Expense Reimbursement. Such reimbursement shall be made only after valid receipts are provided, showing the expenses incurred.

Section 7. Activity and Athletic Runs

Subd. 1. In the event that a regularly scheduled run is extended to include an activity run, as part of the Bus Driver's "package" of runs, it shall have a minimum guarantee of one (1) additional hour. A Bus Driver has the right to refuse a run extension; however, if no Bus Driver in the geographical area chooses to take the extension, the supervisor may assign the extension to the least senior Bus Driver in the geographical area.

Subd. 2. In the event of the unexpected or unforeseen cancellation of an activity or athletic run for the balance of the school year, the compensation of the assigned Bus Driver shall be reduced by the amount of time the run is reduced.

Subd. 3. In the event an extracurricular run is cancelled with less than one (1) hour notice, or the Bus Driver is not needed upon arrival at the trip site, the Bus Driver shall be paid a three (3) hour minimum guarantee.

Subd. 4. In the event management determines additional runs/days need to be added to an existing regularly schedule route, the additional runs/days will be offered and awarded to the most senior driver/assistant who's route the addition will fit on, while not placing the employee into overtime if at all possible. If a qualifying driver/assistant does not willingly take the additional runs/days, management will assign the addition to the least senior driver/assistant's route that it will fit on.

Section 8. Overtime: In the event that a regularly scheduled run is extended so as to create overtime pay obligations, if no Bus Driver in the geographical area chooses to take the run extension, the supervisor may assign the extension to the least senior Bus Driver in the geographical area.

Section 9. Hours:

Subd. 1. Scheduled and extra-curricular runs shall be established on the basis of an hour(s) to the nearest 1/12th of an hour.

Subd. 2. Scheduled and extra-curricular runs shall have the following minimum guarantee:

2 hour minimum:

Scheduled Runs

Summer Runs

Orientation Runs

Field Trips

1 hour minimum:

Parts / Bus Maintenance Runs

Subd. 3. If a Bus Driver or Bus Assistant is called into the office either before or after their route for a meeting or consultation, they may voucher for actual time spent meeting.

Subd. 4. Random Drug Tests: Those selected for morning or AM random tests will not be notified until after or during their morning route.

- A. Notified After AM Route: The dispatcher will request that they stop in after their morning route. The employee will be notified of the test and sent directly to the clinic. Tests will be scheduled as close to the employees check out time as the clinic allows, five (5) minutes after the checkout time will be the rule of thumb. Employees selected for a "random test" after their route will be compensated a minimum of one (1) hour for their time. If the employees' test takes longer than one (1) hour, they will be paid for any additional time.

Employees that are not working but are selected and called in for a random test will be compensated for two (2) hours.

- B. Notified During AM Route: The dispatcher will inform the Bus Driver of an immediate test and a substitute Bus Driver will be provided. Employee will report directly to the clinic. Employees selected for a "random test" during their AM route will be compensated for their regular scheduled route time with a one (1) hour minimum from the time of arrival at the clinic, and any additional time required for the test in six (6) minute increments.
- C. Notified Before PM Route: Random drug tests that can only be scheduled prior to the Bus Drivers' PM route will be scheduled thirty-five (35) minutes in advance of the Bus Drivers regular start time. The Bus Driver will be called and requested to come in immediately for a test. The employee will be expected to complete the test and arrive back to work in time to begin their scheduled run. The one (1) hour minimum for the drug test will apply to this test as well, though this does not supersede Article XVIII, Section 12. Employees that are not working but are selected and called in for a random test will be compensated for a two (2) hour minimum. If the employee test takes longer than two (2) hours, they will be paid for the additional time.
- D. Scheduling Conflicts: Bus Drivers who have other work or appointments immediately prior to or after these routes that preclude attendance at a drug test appointment are required to notify the dispatcher to enable the testing to be scheduled in a manner that will not conflict with their work or appointment. The employee may be required to provide evidence of such a conflict.

Subd 5. Non-emergency help: Bus Drivers/ Bus Assistants that answer calls for help will be paid for any extra time they are out beyond their normal check out time. Examples are picking up missed students, helping with stops or routes from bus breakdowns and switching buses for a breakdown.

Subd 6. Workshops will be compensated at the two (2) hour minimum rate. Those who are unable to attend the scheduled meeting will be paid a one (1) hour minimum or actual time for viewing the video make-up.

Subd. 7. Route time changes made after October 15th will be fully implemented within ten (10) working days.

Section 10. Prior Experience: Newly employed Bus Drivers with validated bus driving experience may be granted credit for such experience on the base hourly rate schedule at the sole discretion of the Director of Transportation Services. Employees who retire as a Bus Driver or Bus Assistant from the District and return to work as a Bus Driver or Bus Assistant, within twelve (12) months of their retirement date, will receive credit for their prior service in their base pay rate, but shall be listed at the bottom of the seniority list. In addition, a Bus Driver hired within twelve (12) months of their retirement date shall not have to serve a probationary period (see, Article VII, Section 2).

Section 11. Training: Bus Drivers who participate in student training or Bus Driver training will be compensated at their normal hourly rate for the actual time worked. Lead trainer positions will have an additional compensated hourly rate of \$2.65 per hour when training, rates of pay will be reviewed for possible adjustment during contract negotiations.

Section 12. Trailer Pull: Bus Drivers will be compensated an additional \$1.00 per hour when pulling a trailer.

Section 13. Footwear: Bus Drivers and Bus Assistants will wear appropriate footwear for existing weather conditions. Additionally, the District will provide up to \$75 a year to any Bus Driver or Bus Assistant who opts to purchase slip resistant footwear.

Section 14. In the event that a Bus Driver's route has changed on a particular day, the Bus Driver will be paid for the pre-agreed upon route copy.

ARTICLE IX GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School Board, subject to the provisions of MN. Stat. § 471.6161.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Eligible employees include all Full-Time employees, and as of July 1, 2011, also all Part-Time employees who work a minimum of twenty-five (25) hours of scheduled routes per week. As of July 1, 2023, Group Insurance eligibility will be provided to employees who work at least 20 hours per week with the member taking an AM and PM route. Two (2) married bargaining unit employees, Bus Drivers and Bus Assistants, may combine the employer insurance contributions, toward family health insurance premiums, not to exceed the actual cost of the family health insurance coverage selected. It will be the employee's responsibility to keep the district informed of any changes in marital status.

VEBA: Employees enrolling in the High Deductible Insurance Plan, single or family, are eligible for the negotiated District VEBA contribution. The plan year shall run January 1st through December 31st. Any employees enrolling in the VEBA plan with an effective date other than the first day of the plan year would have their contribution prorated on a per pay period basis. Upon separation, an employee would retain what is in the employee's account. If the former employee elects the VEBA plan under COBRA, the former employee would continue to receive the VEBA account contribution. Any balances in employee accounts will roll over into the next plan year.

Health Insurance monthly premium contributions provided by the District					
HealthPartners Open Access					
<i>Contributions are effective January 1 - December 31 of identified years below</i>					
Coverage Options	Single Coverage		Coverage Options	Family	
	2024	2025		2024	2025
\$15 Co-Pay	\$0.00	\$0.00	\$15 Co-Pay	\$0.00	\$0.00
\$25 Co-Pay	\$0.00	\$0.00	\$25 Co-Pay	\$0.00	\$0.00
* High Deductible (up to)	\$758.21	\$834.03	* High Deductible (up to)	\$1,955.39	\$2,150.93
<i>* High Deductible Plans will receive a VEBA contribution amount of \$125/month for Single or \$250/month for family</i>					
Health Insurance monthly premium contributions provided by the District					
HealthPartners Achieve Network					
<i>Contributions are effective January 1 - December 31 of identified years below</i>					
Coverage Options	Single		Coverage Options	Family	
	2024	2025		2024	2025
\$15 Co-Pay	\$0.00	\$0.00	\$15 Co-Pay	\$0.00	\$0.00
\$25 Co-Pay	\$0.00	\$0.00	\$25 Co-Pay	\$0.00	\$0.00
* High Deductible (up to)	\$746.14	\$821.05	* High Deductible (up to)	\$1,955.39	\$2,150.93
<i>* VEBA contributions are contributed in accordance with the overall benefits schedule</i>					

Section 3. Life Insurance: The School Board shall contribute to a maximum of \$4.50 toward the monthly premium of a \$50,000 term life insurance program for all eligible Bus Drivers and Bus Assistants employed by the School Board who are enrolled in the School Board group life insurance program. Eligible employees include all Full-Time employees, and as of July 1, 2023, also all Part-time employees who work a minimum of twenty (20) hours of scheduled routes per week.

Section 4. Long Term Disability Insurance: Eligible employees include all Full-Time employees, and as of July 1, 2023, also all Part-Time employees who work a minimum of twenty (20) hours of scheduled routes per week. The School Board shall provide at no cost to the school district a long-term disability insurance program for all eligible Bus Drivers and Bus Assistants employed by the School Board.

Section 5. Dental Insurance: Eligible employees include all Full-Time employees, and as of July 1, 2023, also all Part-Time employees who work a minimum of twenty (20) hours of scheduled routes per week. Effective January 1, 2024, the District contribution shall be \$45.00 per month toward the monthly premium for single and \$122.00 for family coverage for all eligible Bus Drivers and Bus Assistants employed by the School Board who qualify for and are enrolled in the School Board group dental program.

Section 6. Payroll Deductions: The difference between the monthly costs of the group insurance programs and the School Board's contributions established by Sections 2, 3, 4, and 5 of this Article shall be paid by eligible Bus Drivers and Bus Assistants through payroll deduction.

Section 7. Voluntary Participation: Participation by any eligible Bus Driver or Bus Assistant in the insurance programs established by this Article is voluntary. Eligible Bus Drivers and Bus Assistants who choose not to participate shall receive no additional compensation in lieu thereof.

Section 8. Claims Against the School Board: The School Board and the Association agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any Bus Driver or Bus Assistant for benefits shall be governed by the terms of the insurance policies contracted by the School Board and an insurance carrier pursuant to this Article. The School Board's only obligation is to contract for insurance policies and contribute such amounts as established by this Article. No claim shall be made against the School Board as a result of a denial of insurance benefits or eligibility of an insurance carrier.

Section 9. Duration of Insurance Contribution and Coverage: Employees are eligible for School Board contributions as provided by this Article as long as the Employees are employed by the School Board on a full-time or qualifying basis.

Subd. 1. Voluntary Change in Status: In the event an Employee's employment status voluntarily changes from benefit eligible (20+ hours) to non-benefit eligible (less than 20 hours) status, all School Board insurance contributions shall cease until the Employee again attains benefit eligible status, but the affected Employee shall be allowed to maintain coverage at his or her own expense during such non-benefit eligible status.

Subd. 2. Involuntary Change in Status: In the event an Employee's employment status involuntarily changes to less than 20 hours per week, the District contribution shall continue until the next school year bidding process. Employees affected by the change shall have the obligation to bid upon any new route that will restore previous benefit status.

A. Benefit status cannot change after May 1, until the upcoming school year bidding process begins.

Subd. 3. Termination of Employment: Upon termination of employment of benefit eligible employees, medical, dental and life coverage continues to the end of the month in which termination occurs. Disability and Flex coverage terminates on the last working day. Upon termination of employment, full-time and part-time Employees shall have such rights of conversion or continuation of coverage as provided by law or the insurance contract(s).

ARTICLE X PAID ABSENCE LEAVE

Section 1. Rate of Accumulation:

Subd. 1. Effective July 1, 2013, Full-Time Bus Drivers shall be credited with fifteen (15) days of paid absence leave as of September 1 of each school year and Part-Time Employees (employees having regularly scheduled shifts totaling less than 25 hours per week) will be given 11 days of Paid Absence leave per school year. Additionally, the 11 days is to be pro-rated for those employees who do not work the entire school year. One day is equal to the scheduled hours that the employee usually works on that day at the time the Paid leave is taken.

Subd. 2. Full-Time Bus Drivers starting work after September 1 shall be credited with a pro-rata amount of paid absence leave.

Subd. 3. Full-Time Bus Drivers and Part-Time Bus Drivers assigned summer school driving duties shall earn one (1) additional hour of paid absence leave for each fifteen (15) hours of driving.

A. Absences, for which paid absence leave is approved, shall be deducted from accumulated paid absence leave at the equivalent of the total hours scheduled per day.

Subd. 4. Reimbursement: Employees who terminate employment prior to the completion of a school year and who have exhausted their paid absence leave shall reimburse the School District for paid absence leave used in excess of the prorated portion of leave earned based upon the number of duty days worked to the total duty days in the school year.

Section 2. Maximum Accumulation: Unused paid absence leave shall accumulate to an unlimited amount.

Section 3. Uses of Paid Absence Leave: Paid absence leave shall be considered for approval only upon submission of a Leave of Absence Request Form (for absences of eleven (11) days or more), or an absence entry made in the District's Employee on-line time off system.

Subd. 1. Absences Because of Illness, Injury, Maternity, or Temporary Disability to the Bus Driver:

- A. Bus Drivers who are unable to perform work duties and responsibilities because of personal illness, injury, maternity, or temporary disability shall notify the Supervisor as soon as possible prior to the start of their scheduled runs.
- B. Approval of a request for paid absence leave due to personal illness or injury is in all cases subject to the approval of the Supervisor, which approval shall not be unreasonably withheld.
- C. Prior to final approval of a paid absence leave the Supervisor shall have the right to require a Bus Driver to furnish medical evidence from a qualified physician, indicating such absence was due to personal or family illness or injury. The Supervisor shall have the right to require Bus Drivers (full-time, part-time, and substitute) who are absent from duty because of illness or injury to provide medical evidence of their fitness to perform their duties and responsibilities prior to their return to duty.
- D. Approved paid absences due to personal illness or injury shall be deducted from a Bus Driver's accumulated paid absence leave in an amount equal to the Bus Driver's pay for scheduled runs.
- E. Unused Paid Absence Leave Payout: All Bus Drivers/Bus Assistants have the option to cash in up to seven (7) Paid Absence Leave (PAL) days per year at their hourly rate of pay. A day for all employees in the contract is equivalent to 6 hours which will be deducted from their PAL balance.

Subd. 2. Absences Because of Illness or Injury in the Bus Driver's Family:

- A. In the event of an illness or injury in a Bus Driver's family, a Bus Driver may be granted to a maximum of 5 (five) days paid absence leave per school year.
- B. Approval of a request for paid absence leave due to family illness or injury is in all cases subject to the approval of the Supervisor, which approval shall not be unreasonably withheld.
- C. Family, for the purposes of this Subdivision shall be defined as the Bus Driver's spouse, child, grandchild, parent, or household member.
- D. In the event of an extended period of serious illness or injury in a Bus Driver's family, a Bus Driver may be granted up to thirty (30) days paid absence leave per school year (an additional 25 days). Prior to approval of paid absence leave under this provision the Bus Driver must furnish medical evidence from a qualified physician indicating such absence is due to a serious family illness or injury.
- E. Approved paid absence due to family illness or injury shall be deducted from the Bus Driver's accumulated paid absence leave in an amount equal to the Bus Driver's pay for scheduled runs.

Subd. 3. Absences Because of Bereavement/Family Funeral:

- A. In the event of a death in a Bus Driver's family, a Bus Driver may be granted to a maximum of three (3) days of paid absence leave per death.
- B. Approval of a request for paid absence leave due to a death, and the duration of the paid absence, is in all cases subject to the approval of the Supervisor, which approval shall not be unreasonably withheld.
- C. Family, for the purposes of this Subdivision, shall be defined as family member, household member or friend.
- D. An additional two (2) days of paid absence may be approved by the Supervisor in unusual circumstances where travel or funeral arrangements are involved, and such approval shall not be unreasonably withheld.
- E. Approved paid absence due to a death in a Bus Driver's family shall be deducted from the Bus Driver's accumulated paid absence leave in an amount equal to the Bus Driver's pay for scheduled runs.

Subd. 4. Absences Because of a Bus Driver Injury on Duty:

- A. Upon the request of a Bus Driver who is absent from work as a result of a compensable injury as covered under the provisions of the Worker's Compensation Act, the School Board will pay the difference between the compensation received by the Bus Driver and the Bus Driver's pay for scheduled runs to the extent of the Bus Driver's accumulated paid absence leave.

- B. Such difference shall be paid by the School Board to the Bus Driver only for the period of disability or until the Bus Driver's accumulated paid absence is exhausted.
- C. The deduction from the Bus Driver's accumulated paid absence leave shall be an amount necessary to equal the difference between the Worker's Compensation benefits and the Bus Driver's pay for scheduled runs.

Subd. 5. Absence Because of Bus Drivers' Personal Business:

- A. In the event it is necessary for a Bus Driver to be absent to conduct personal business which cannot be attended to outside of the Bus Driver's scheduled runs, a Bus Driver may be granted four (4) days of paid absence leave per school year, subject to the approval of the Supervisor, which approval shall not be unreasonably withheld.
- B. Requests for personal business leave shall be made via the District's online absence system at least five (5) calendar days in advance to the supervisor.
- C. Approved paid absence due to personal business shall be deducted from the Bus Driver's accumulated paid absence leave in an amount equal to the Bus Driver's pay for scheduled runs. Employees may accumulate up to eight (8) Personal Business days. Only five (5) Personal Business days can be used consecutively.
- D. Bus Drivers and Bus Assistants will have the option to cash out up to thirty-two hours of earned personal business leave time per year by May 15 each year.

Subd. 6. Absence for Adoption or Foster Placement: Full time, benefit eligible, and part-time employees with accrued paid absence leave will be granted up to 6 weeks leave for adoption of a child. The period of time shall, at the direction of the adoptive parent, begin before or at the time of, the child's placement in the adoptive parent's home, for the purpose of arranging for placement or caring for the child after placement. Additional days may be requested, subject to the approval of the Director of Human Resources, on a case-by-case basis. Approved paid absences for the purposes of adoption shall be deducted from the employee's paid absence leave. Employees shall be granted up to ten (10) days of paid absence leave per school year for the placement of a foster child. Additional days may be requested, subject to the approval of the Director of Human Resources on a case-by-case basis. Approved paid absences for the purposes of foster placement shall be deducted from the employee's paid absence leave.

Section 4. Absences Because of Jury Duty Service: Any Bus Driver who is called to serve on Jury Duty shall be provided his or her regular day's pay for each day of jury duty service. Jury duty leave shall not be deducted from the Bus Driver's paid absence leave balance. The Bus Driver shall, by payroll deduction, reimburse the District for any per diem paid to a juror by the court for jury duty service, except that the Bus Driver shall retain any mileage and meal allowances paid by the court.

Section 5. Notice to Supervisor: Bus Drivers shall have the personal responsibility to notify the Supervisor of an intended absence a reasonable time prior to the start of their scheduled runs. Bus Drivers failing to give such notice shall not be eligible for any paid absence established by this Article in such absence.

Section 6. Compensation During Paid Absence: Bus Drivers who receive approval from the Supervisor for a paid absence, as established by Section 3, shall be compensated at their hourly rate of pay for each hour of absence from their scheduled run.

Subd. 1. The hours of paid absence compensation shall not exceed the hours of a Bus Driver's scheduled run.

Subd. 2. Paid absence leave compensation shall cease when a Bus Driver's paid absence leave accumulation is exhausted.

Section 7. Separation from Employment: Upon separation from employment, accumulated paid absence leave shall be waived.

Section 8. Emergency Closing/ Delayed Start: In the event a school or schools are closed by the Superintendent prior to the start of the scheduled work day employees will be compensated for 50% of their schedule route pay in the event of an emergency closure. Bus Drivers with accumulated PAL may use PAL to get 100% pay for the day but must use PAL for the extra part of the day. No workshop make-up of lost time will be offered.

ARTICLE XI HOLIDAY

Section 1. Holiday: Beginning with the 2010-2011 school year all scheduled run employees, including long term substitute employees, shall receive four (4) paid holidays; Thanksgiving Day, Day after Thanksgiving Day, Memorial Day, and President's Day (should a school calendar be adopted that includes President's Day as a school attendance day the District and the Association will mutually agree as to an alternative paid holiday). Employees who work the entire business day before and after the holiday, unless on a prior approved LOA or time off request, will be compensated for the number of hours they would normally work on Thursday and Friday in the month of November, and Monday in the month of May and February. In the event an employee emergency situation occurs, on the day before or the day after a holiday, the employee must immediately notify the Director or Assistant Director of Transportation of the emergency situation. Based on the emergency situation circumstances, the Director or Assistant Director may approve compensation for the employee.

ARTICLE XII LEAVES OF ABSENCE

Section 1. Unpaid Leave of Absence:

Subd. 1. Full-Time and Part-Time Bus Drivers may request a leave of absence without pay, for reasons including maternity leave, but not to accommodate other employment.

Subd. 2. The request shall be in writing and may be granted at the discretion of the School Board subject to the following conditions:

- A. An Unpaid Leave of Absence, when granted by the School Board, shall be for a period of time as is agreed upon between the Supervisor and the Bus Driver, not to exceed twenty-four (24) calendar months, except that leaves for maternity reasons shall not exceed six (6) calendar months, and that leaves for employee health reasons shall not exceed thirty-six (36) calendar months.
- B. A Bus Driver returning from an Unpaid Leave of Absence shall be returned to a scheduled run of like status and pay. Bus Drivers not returning to duty at the expiration of their leave of absence shall be considered to have resigned.

Subd. 3. Subject to the provisions of this Contract and the limitations of the group insurance programs established by Article IX, a Bus Driver on an unpaid Leave of Absence may continue to participate in the group insurance programs. Bus Drivers choosing to continue participation shall pay the entire monthly premiums of such programs effective on the date the Unpaid Leave of Absence begins.

Subd. 4. Unpaid Leaves of Absence granted by the School Board shall be in writing and shall contain the dates of departure and return.

Subd. 5. No Bus Driver, either full or part-time, may drive any scheduled or extra-curricular run while on unpaid leave of absence.

Subd. 6. A Bus Driver/Bus Assistant will be allowed to return early from an approved unpaid leave of absence. On return, the Bus Driver/Bus Assistant will be placed at the bottom of the Substitute Bus Driver list. They will not displace any other current Bus Driver/Bus Assistant. If the Bus Driver/Bus Assistant successfully bids on a regular route, the Bus Driver/Bus Assistant will then be placed at the bottom of the regular list. At the conclusion of their approved unpaid leave of absence the Bus Driver/Bus Assistant will be returned to the position from which they took the approved unpaid leave of absence.

Section 2. Approved Unpaid Leave Absences: The Director may approve requests to be absent for Approved Unpaid Leave without pay for up to 5 days during the school year. Any two (2) employees who submit requests for unpaid time off at the same time will be evaluated together. No more than six (6) Bus Drivers and three (3) Bus Assistants may be on approved unpaid absences at one time.

ARTICLE XIII SENIORITY

Section 1. Definitions: Seniority shall be defined as:

Subd. 1. The length of continuous employment as a "full-time" or "part-time" Bus Driver.

Subd. 2. The length of continuous employment as a "substitute" Bus Driver.

Section 2. Seniority Date:

Subd. 1. A full-time or part-time Bus Driver's seniority date shall be the date on which the Bus Driver is awarded a regularly schedule route with an employment status of full-time or part-time. If two or more Bus Drivers are awarded routes on the same date, then placement on the seniority list shall be determined by drawing lots.

Subd. 2. A "substitute" sub Bus Driver's seniority date shall be the departmental hire date. Full time and part time Bus Drivers who involuntarily lose a regular schedule route may request to be placed on the substitute list and will have "super seniority" status; they will be placed by seniority ahead of all other Bus Drivers on the substitute list. Bus Drivers will continue to accrue seniority, provided they accept the first available run they qualify for.

Subd. 3. If two (2) or more Bus Drivers have the same seniority date, Bus Drivers with prior substitute driving service shall be listed first. If two (2) or more Bus Drivers move from the "substitute" list on the same day, their relative seniority order shall not be changed. If this fails to resolve seniority ties, then placement on the seniority list shall be determined by drawing lots.

Subd. 4. If it is necessary to eliminate a run or runs during the school year, affected full-time Bus Drivers shall have the right to displace either the least senior full-time Bus Driver or least senior part-time Bus Driver, and affected part-time Bus Drivers shall have the right to displace the least senior part-time Bus Driver.

Subd. 5. A Bus Driver who achieves full time status as of October 15 of the school year and that loses such due to elimination of stops or students on their route, shall retain benefit eligible status, as outlined in Article IX, despite reduction in route time. Said Bus Driver/Bus Assistant shall have the obligation to bid upon any new route that will restore actual benefit eligible status.

Section 3. Seniority List: The School Board shall post a "Scheduled Run" Seniority List and a "Substitute" Seniority List. The seniority list will be updated and posted monthly to reflect Bus Drivers who have terminated, Bus Drivers who have been newly employed, and Bus Drivers who have changed from "substitute" to "scheduled run" or "scheduled run" to "substitute." For the purposes of summer school work, Bus Drivers and Bus Assistants will not move between the "substitute" and "regular" seniority lists.

Section 4. Loss of Seniority: Bus Drivers shall lose seniority and shall have their names removed from the seniority list in the event of retirement, resignation, discharge, failure to return to duty when recalled from layoff, failure to return to duty at the expiration of an approved leave of absence, failure to report for duty without just cause, or following twelve (12) months of layoff. After the first year of employment, "substitute" Bus Drivers will be removed from the seniority list and be deemed to have resigned if they have not maintained the required, mandatory training associated with their job.

Section 5. Break in Seniority: Bus Drivers who are on unpaid leaves of absence for medical reasons and for maternity leave up to six (6) months shall continue to accrue seniority. Bus Drivers shall not accrue seniority during periods of suspension, layoff, or other unpaid leaves of absence in excess of thirty (30) days.

Section 6. Selection of Runs:

Subd. 1. Definition of Runs: Runs shall be defined as follows:

- A. Routes - A route is a number of runs grouped together.
- B. Scheduled Routes - Special education, kindergarten, morning, afternoon, elementary activity, utility, or a combination thereof.
- C. Extra-curricular Runs - athletic event, extra-curricular trip, field trip, special group, or out-of-town charter.
- D. Secondary Activity Runs - After school secondary school activity.
- E. Emergency Runs - Emergency Runs are any work that becomes available unexpectedly and must be covered as quickly as possible, usually requiring a Bus Driver and/or Bus Assistant be assigned with less than sixty (60) minutes notice. Examples are employee no call/no shows, calling in sick just before report time, field trips that had not been pre-ordered and are called in less than sixty (60) minutes prior to pick up time. Guaranteed minimum rates of pay will apply when appropriate.

Subd. 2. Selection of Scheduled and Secondary Activity Runs: Prior to the beginning of each school year, Bus Drivers in active status or expected to return to active status on or before November 15th shall be provided an opportunity to select scheduled and secondary activity runs by seniority, to total no more than the number of hours to place the Bus Driver in overtime status, in accordance with the following:

- A. Full-time and part-time Bus Drivers shall select from available scheduled and secondary activity runs.
- B. When scheduled and secondary activity runs remain unselected, substitute Bus Drivers may select from available scheduled and secondary activity runs.
- C. When scheduled and activity runs remain unselected, newly employed Bus Drivers shall select from available scheduled and secondary activity runs.

- D. Once a Bus Driver has selected a scheduled or secondary activity run, no change shall be made until all Bus Drivers (full-time, part-time, substitute, or newly employed) have selected runs as provided by this Subdivision.
- E. A Bus Driver may bid on a combination of scheduled routes (regular/special education morning, regular/special education afternoon, regular education noon or special education noon) on the normal route pick day. This bid must AT LEAST contain an AM and PM scheduled route. A Bus Driver may change their AM/PM combination any time during the school year up to 3 times a year after October 15, as long as they maintain both an AM and PM route. Management reserves the right to combine runs that create routes before the Bus Driver's route pick day, as necessary, as outlined in Article XIII, Section 6, Subd. 1. A. Bus Drivers can make unlimited route changes between the beginning of the school year and October 15.

Subd. 3. Posting of Scheduled or Secondary Activity Runs During the School Year: In the event a scheduled or secondary activity run becomes available during the school year, Bus Drivers shall be provided an opportunity to bid for the available scheduled or secondary activity run by seniority, provided the run would not result in a work schedule placing the Bus Driver in overtime status, in accordance with the following:

- A. The available scheduled or secondary activity run will be posted for three (3) calendar days excluding Saturday, Sunday, and district designated holidays.
- B. Full-time, part-time, and substitute Bus Drivers may bid for the available scheduled or secondary activity run during the three (3) calendar day posting period.
- C. If no full-time or part-time Bus Driver bids for the available scheduled or secondary activity run, the senior substitute Bus Driver who bids will be assigned the available scheduled run.
- D. The Supervisor shall have the right to assign substitute Bus Drivers to the available scheduled or secondary activity run during the bidding process.
- E. Full-time and part-time Bus Drivers shall be limited to a reasonable number of changes in scheduled or secondary activity runs as determined by the Supervisor. Bus Drivers may add to their run package during the school year.
- F. When it is necessary to "split" a run during the school year, the affected Bus Driver may choose the portion of the run that he/she will continue to drive if the choice requires no additional expenditure by the District.
- G. During the school year, regular Bus Drivers may give up a part of their package of scheduled or secondary activity runs, but only to begin driving another conflicting run, or for a personal or family emergency. Bus Drivers may not give up a part of their regular runs to accommodate other employment. "A regular Bus Driver who plans to give up a part of a package of scheduled runs in bidding on a conflicting run, must identify in the bid that part of the package to be given up if the bid is successful. Postings of runs shall include the number of hours of work on the runs."

Subd. 4. Posting of Extra-Curricular Runs: Extra-curricular runs (field trips) will be posted in the Transportation Office for at least five (5) calendar days, whenever possible, prior to the date of the trip, during which time Bus Drivers shall be provided an opportunity to bid for the trip based on seniority, so as not to conflict with the Bus Drivers regularly scheduled runs. An unavoidable delayed return from a field trip will be paid to the nearest 1/10 hour at the Bus Driver's base hourly rate of pay.

A trip will first be assigned by seniority to the Bus Driver who will not go into overtime, with the longest trip going to the driver with the highest seniority. If all Bus Drivers who bid on a trip are in overtime, or will go into overtime, the trip will be assigned by seniority, with the longest trip going to the Bus Driver with the highest seniority. Overtime is defined as the amount of time worked over 40 hours by an employee in a 7-day work week (Sunday through Saturday). Holiday hours and Paid Absence Leave hours will not be counted as time worked.

- A. If no full-time or part-time Bus Driver bids for the extra-curricular run, substitute Bus Drivers will be considered for assignment to the run.
- B. Notification to the selected bidder will be given one (1) calendar day in advance of the extra-curricular run, whenever possible.

Subd. 5. Assignment of Bus Drivers During Periods of Absence: In the event a full-time or part-time Bus Driver is required to be absent from duty, or is on an approved leave of absence as provided by Article XI, for a period of ten (10) work days or less, the Supervisor shall have the right to temporarily replace the regular Bus Driver during the period of absence or leave without posting the absent Bus Driver's scheduled or extra-curricular run. During the period of absence or leave, the absent Bus Driver's scheduled or extra-curricular run shall not be considered available for posting as otherwise provided in this Section. In the event a full-time or part-time Bus Driver is required to be absent from duty or is on an approved leave of absence as provided in Article XI, for a period in excess of ten (10) work days, the absent Bus Driver's scheduled or extra-curricular run shall be posted as provided in this Article. The absent Bus Driver shall have the right to return to his or her regularly scheduled or extra-curricular run at the end of the period of absence or leave.

Subd. 6. Route Subbing: Seniority will determine substitute route driving. The Director of Transportation will provide a signup sheet for Bus Drivers. It is the Bus Driver's responsibility to designate any restrictions concerning their availability for substitute driving. The sign-up sheet will be reposted on a monthly basis. Substitute Bus Drivers will be assigned to routes daily by seniority. However, if the need for a substitute continues on a Special needs route, the route will be initially filled by seniority, but can be filled by the same Bus Driver for the remainder of the week. It is recognized that emergencies may occur at times. The transportation department may not receive adequate notice for the need for substitute Bus Drivers. The nearest available Bus Driver may be chosen on these occasions. If the need for a substitute continues on this particular route, the route will be filled by seniority on the next day. Bus Drivers working as a Bus Assistant will be paid Bus Drivers wages whether subbing or bidding on a Bus Assistant route. Mechanics or office staff will not be offered substitute driving opportunities until all known available Bus Drivers/Bus Assistants have been offered the work.

Section 7. Reduction of Work Force:

Subd. 1. In the event it is necessary to reduce the work force, full-time and part-time Bus Drivers shall be laid-off in the inverse order of their position on the seniority list. The employee affected by the layoff will be given fourteen (14) calendar days written notice of layoff. Employees who lose their position for the upcoming school year through the procedure above will be considered mandatory bidders for any available routes. Employees who do not secure a position by the first day of school with no other routes available to them will be placed on layoff and will be recalled as noted in Section 8 below. Employees who decline a route that is awarded through mandatory bidding will be considered to have voluntarily resigned.

Subd. 2. Full-time and part-time Bus Drivers who are laid-off shall have the right to be placed on the substitute list.

- A. Full-time and part-time Bus Drivers who request placement on the substitute list shall have substitute "super seniority" and will be placed by seniority ahead of all other Bus Drivers on the substitute list.
- B. Full-time and part-time Bus Drivers who do not request placement on the substitute list shall be placed on layoff.

Subd. 3. If it is necessary to eliminate a run or runs during the school year, affected full-time Bus Drivers shall have the right to displace either the least senior full-time Bus Driver or least senior part-time Bus Driver, and affected part-time Bus Drivers shall have the right to displace the least senior part-time Bus Driver.

Subd. 4. Severance: Should an employee choose to retire while on layoff due to a reduction in work force, they may apply and determine their eligibility for severance as outlined in Article XIV.

Section 8. Recall: Full-time and part-time Bus Drivers who have been placed on substitute or layoff status, in accordance with Section 7 of this Article, shall be recalled, in the order of their position on the seniority list, as scheduled runs become available.

Subd. 1. Bus Drivers on layoff status shall have the personal responsibility of keeping the School Board informed of their address for the purpose of recall notification.

Subd. 2. Notice of recall shall be in writing from the Supervisor and shall be sent by certified mail, return receipt requested. The recall notice shall specify the expected date of return to duty and the scheduled run.

Subd. 3. Bus Drivers who do not report for duty as notified or who are on layoff status for more than twelve (12) months shall be considered to have been terminated.

Subd. 4. Bus Drivers recalled to duty shall be paid in accordance with their base hour rate step at the time of layoff.

ARTICLE XIV SEVERANCE

Section 1. Contributions: The School Board shall make P.E.R.A. and F.I.C.A. retirement contributions on behalf of eligible Bus Drivers in accordance with State and Federal law.

Section 2. Severance Pay: Full-time employees, who have completed at least ten (10) years of continuous service with the School Board and who are at least fifty-five (55) years of age, shall be eligible for a severance payment, pursuant to the provisions of this Article, upon submission of a written resignation accepted by the School Board.

Payout will be applied to the years in which the employee maintained full-time status for the entire year. Years in which the employee's status was part-time does not count towards severance payout but may count towards continuous service.

Subd. 1. Leaves of Absence: Time spent on approved leaves of absence, shall be included in the calculation of years of continuous service.

Subd. 2. Determination of Age: For purposes of this Article, an employee's age shall be that attained on the date the employee elects to retire.

Subd. 3. Discharge for Cause: This Article shall not apply to any employee who has been discharged for cause by the School Board.

Subd. 4. Basis of Severance Payment: The amount of the severance payment, upon retirement, shall be to a maximum of 250 days' pay at the employee's daily rate of pay as of the date of retirement, not to exceed \$25,000.

- A. Payment for Years of Service: An employee, upon retirement, shall be eligible to receive a severance payment which shall be equal to six (6) days of the employee's daily rate of pay for each full year of full-time service with the School Board, not to exceed a total of one-hundred twenty-five (125) days' pay.
- B. Payment for Unused Paid Absence Leave: In addition to the payment provided, in A. an employee, upon retirement, shall be eligible to receive a severance payment in an amount obtained by multiplying 85% of the employee's unused paid absence leave at the time of retirement, not to exceed one-hundred twenty-five (125) days times the employee's daily rate.

Subd. 5. Maximum Payment: The maximum payment benefit under the provisions of this Article shall be \$25,000.

Subd. 6. Payment: Upon retirement, an employee shall receive a single severance payment on or about July 15 unless one of the options is selected prior to the date of retirement.

- A. Options: The following options shall be available to an employee for selecting severance payment.
 - 1. An employee may delay a single severance payment until after January 1 of the year following the calendar year in which the retirement becomes effective.
 - 2. An employee may receive the severance payment in two (2) equal annual installments over a period not to exceed two (2) years from the effective date of retirement, payable on or about July 15 of each year.
- B. Deductions: Deductions shall be made from the severance payment(s) only as required by law.
- C. Beneficiary: If the employee dies after the effective date of retirement, but before the total severance payment has been received, the balance due shall be paid to a named beneficiary or lacking same, to the estate of the deceased.

Subd. 7. Insurance: Employees who retire prior to age sixty-five (65), shall be eligible to participate in the group health and hospitalization insurance program or the HMO Option.

- A. Retired employees shall pay the entire monthly premiums of such insurance program in which they elect to participate.
- B. Retired employees' eligibility for participation in the group health and hospitalization program or the HMO Options as defined in the contract shall cease at age sixty-five (65).

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Definition:

Subd. 1. Grievance Definition: A "grievance" shall mean allegation by a grievant resulting from a dispute or disagreement between the grievant and the School Board as to the interpretation or application of this Contract.

Subd. 2. Days: shall mean Monday through Friday except School District holidays.

Subd. 3. Reduce to Writing: shall mean a concise written statement outlining the nature of the grievance, the issue in contention or disagreement, the relief sought.

Subd. 4. Answer: shall mean a concise written statement outlining the School District's position and action on the grievance.

Subd. 5. Grievant(s): shall mean the employee or group of employees who have filed a grievance.

Section 2. Processing of Grievance: The processing of a grievance shall be conducted at times mutually agreeable to the parties. If a grievance is appealed to arbitration as provided by Section 5, each side shall be responsible for compensating its own representatives and witnesses.

Section 3. Computation of Time: The computation of time shall begin on the first day after receiving a grievance, answer, or appeal. Correspondence sent by certified or registered mail and having a postmark date within the established time limit shall be considered to have met the time limit.

Section 4. Time Limitations: Failure of a grievant or the Association to adhere to the established time limits shall result in a forfeiture of the grievance. Failure of the School Board to answer a grievance within the established time limits shall constitute a denial of the grievance and may be appealed by the Association to the next step of the grievance procedure.

Section 5. Procedure:

Step 1. In the event of an alleged grievance, the grievance shall be reduced to writing and presented by the grievant to the Director of Transportation within ten (10) days of the event giving rise to the grievance. If the grievance is not resolved informally between the grievant and the Director, the Director shall submit a written answer to the grievant within five (5) days of the date of the meeting.

Step 2. If the grievance is not resolved by the Director of Transportation's answer, the Association may appeal the grievance by giving a written notice of appeal to the Superintendent or designee, within ten (10) days following receipt of the Director's answer. Within ten (10) days following the receipt of a timely appeal the Superintendent or designee shall meet with the Vice-President or President of the Association. If the grievance is not resolved between the Vice-President or President and the Superintendent or designee, the Superintendent or designee shall submit a written answer regarding the grievance to the Association within five (5) days of the date of the meeting.

Step 3. Mediation. In the event the grievance is not resolved in Step 2, it may be appealed by the Association by giving written notice within ten (10) calendar days to the Superintendent or designee. Within ten (10) days following the receipt of a timely appeal the Superintendent or designee shall schedule a grievance mediation with the Bureau of Mediation Services.

Step 4. In the event the grievance is not resolved in Step 3, it may be appealed by the Association in writing within seven (7) calendar days to the School Board. Following receipt of a Step 3 appeal, the School Board shall set a time to hear the grievance within twenty (20) calendar days. At the option of the School Board, a committee of members of the School Board may be designated to hear the appeal at this level and report its findings and recommendations to the School Board. Within twenty (20) calendar days after the meeting, the School Board shall issue its decision in writing. In the event the grievance is not resolved in Step 3, it may be appealed by the Union in writing within twenty (20) calendar days to arbitration.

Step 5. Arbitration. In the event the grievance is not resolved in Step 4, it may be appealed by the Union to arbitration by giving written notice within twenty (20) calendar days to the Superintendent or designee.

Subd. 1. Requests: A request to submit a grievance to arbitration must be in writing signed by the President of the Association and such request must be filed with the Superintendent within ten (10) working days following receipt of the decision at Step 3 of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by an arbitrator which has not been first duly processed in accordance with this grievance procedure.

Subd. 3. Selection of an Arbitrator: If a grievance is properly appealed to Arbitration, representatives of the School Board and the Bus Driver and Association shall meet and attempt to mutually agree upon a suitable arbitrator. If the parties cannot agree upon an arbitrator, either party may request the Public Employment Relations Board to submit a list of five (5) arbitrators from which the parties shall select 1. The method of selection shall be in accordance with the Rules of the Minnesota Bureau of Mediation Services.

Subd. 4. Jurisdiction: The arbitrator shall have jurisdiction over disputes properly brought before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend, subtract from, or modify the terms of this Agreement.

Subd. 5. Decision: A written decision by the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the Bus Driver, the Association and the School Board, subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with the arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which each party incurs in connection with presenting its case in arbitration. A transcript or recording shall be borne by the requesting party, or if the request is mutual the cost shall be shared. The parties shall share equally all fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Section 6. Exclusive Remedy: The procedure established by this Article shall be the sole and exclusive means to resolve grievances as defined by Section 1 of this Article.

**ARTICLE XVI
BUS ASSISTANTS**

Section 1. All provisions of the Bus Driver's Contract shall apply to Bus Assistants except for the following:

ARTICLE VIII - Rates of Pay and Hours, except Section 7, which will apply

ARTICLE XIII - Seniority, except Sections 4, 5, and 6-Subd. 2, which will apply

ARTICLE XVIII - Conditions of Employment

Section 2. Hourly Wages:

Effective 7/1/2023
2023-2024
\$18.73

Effective 7/1/2024
2024-2025
\$20.23

Probationary period for Bus Assistants is at least seventy-five (75) working days or a total of 225 working hours, whichever is reached first.

Section 3. Hours of Work: The Director of Transportation shall determine the routes and schedules of routes that require the service of a Bus Assistant. The Bus Assistant shall be guaranteed a minimum of two (2) hours per assigned run during the regular school year, and during summer school. Any Bus Assistant called into the office either before or after their run shall voucher for the time spent in the office.

All bids for Bus Assistant shall include a five (5) minute period at the beginning of the run to assure that all equipment (belts, buckles, harnesses, etc.) are on the busses for the safe transportation of students.

Section 4. Seniority: A Bus Assistant's seniority date shall be the first date of continuous service with the School Board. Work assignments shall be made available to Bus Assistants on a seniority basis. Seniority lists shall be prepared by the School District and posted monthly/

Section 5. Age Requirement: The minimum age for employment as a Bus Assistant is eighteen (18) years.

Section 6. First Aid and CPR: All Bus Assistants must have a first aid card and CPR training as a condition of employment. CPR training must be taken at least once every three (3) years. The School Board shall pay the Bus Assistant for the actual time spent at their hourly rate of pay for successful completion of first aid training and for successful completion of CPR training.

Section 7. Layoff: In the event it is necessary to reduce the work force between two (2) school years, full time and part time Bus Assistants who are laid off will continue to accrue seniority during the period of layoff, provided they accept the first available run that they qualify for.

Section 8. Bus Assistants may bump others on a seniority basis if runs are eliminated during the school year.

Section 9. Training:

Subd. 1. All Bus Assistants: The Supervisor has the right to require and shall give reasonable advance notice to Bus Assistants to attend continuing education courses. The School Board shall pay the costs of the course, materials, transportation, and regular hourly rate of Bus Assistants directed to attend such continuing education courses. Bus Assistants must attend a minimum of four (4) hours of in service annually. The District reserves the right to discipline employees who fail to attend training. Discipline may be up to and include discharge. Makeup training will be available by the end of the fiscal year, in the event of an excused absence.

Subd. 2. New Bus Assistants: In addition to the training/continuing education requirements of Subd. 1, new Bus Assistants shall be required to participate in "hands-on" training to include an actual bus ride-along.

**ARTICLE XVII
NONDISCRIMINATION**

Section 1. The terms and conditions established by this Contract will be applied to all Bus Drivers equally, without regard to or discrimination for or against any individual because of race, color, creed, sex, national origin, or membership or non-membership in the Association.

Section 2. Bus Drivers shall perform their job duties and responsibilities in a nondiscriminatory manner, without regard to race, color, creed, sex, national origin or membership or non-membership in the Association, as such duties and responsibilities shall involve other Bus Drivers, employees of the School Board, students, and the general public.

**ARTICLE XVIII
CONDITIONS OF EMPLOYMENT**

Section 1. A general instructional meeting will be held prior to the beginning of the school year which all Bus Drivers (full-time, part-time and substitute) shall attend. Bus Drivers will receive their regular base hourly rate of pay for all hours in attendance, to the nearest 5/10 hour, but no less than the two (2) hour minimum guaranteed by this Contract. All Bus Drivers have the obligation to dry run their routes for the purpose of knowing it completely for the first day of school. Dry runs are to take place during the normal operating hours of transportation once routes have been picked and before the end of the day on the Friday before school begins. Bus Drivers will be compensated for their actual drive/practice time and will punch in/out at the Transportation Department. The two (2) hour minimum pay requirement will apply as this is an employer requested obligation.

Section 2. All Bus Drivers (full-time, part-time, and substitute) shall inspect their assigned vehicles prior to operation in accordance with the Transportation Department Employee Handbook.

Section 3. All Bus Drivers (full-time, part-time, and substitute) shall remain in their assigned vehicles when the engine is operating except when a safety check is being made.

Section 4. All Bus Drivers (full-time, part-time, and substitute) shall be familiar with the provisions of and carry out their job duties and responsibilities in accordance with the Transportation Department Employee Handbook.

Section 5. The School Board will reimburse a Bus Driver a maximum of \$113.50 for a DOT physical only if the supervisor requires the Bus Driver to make a new appointment with a qualified physician and provide medical evidence. The fee may be adjusted if the cost at the district designated clinic raises their prices.

Section 6. All Bus Drivers (full-time, part-time, and substitute) who are unable to drive their scheduled or extra-curricular runs shall notify the supervisor as soon as possible to provide sufficient time to assign a replacement Bus Driver.

Section 7. All Bus Drivers shall have the personal responsibility of reporting to their assigned runs in a punctual manner.

Section 8. The supervisor shall be responsible for providing a copy of the Transportation Department Employee Handbook to each Bus Driver. The Bus Driver shall acknowledge receipt of a copy in writing.

Section 9. All Bus Drivers must have attended First Aide classes as a condition of employment. The School Board shall pay the Bus Driver for the actual time spent based on the hourly rate of pay for successful completion of First Aid Training. The School Board shall pay Bus Drivers required to have CPR training for the actual time spent based on their hourly rate of pay for successful completion of CPR training.

Section 10. The Supervisor has the right to require and shall give reasonable advance notice to Bus Drivers to attend continuing education courses. The School Board shall pay the costs of the course, materials, transportation, and regular hourly rate of Bus Drivers directed to attend such continuing education courses. Bus Drivers must attend a minimum of four (4) hours of in service annually. The District reserves the right to discipline employees who fail to attend training. Discipline may be up to and include discharge. Makeup training will be available by the end of the fiscal year, in the event of an excused absence.

No Mandatory in service meeting will be scheduled on a weekend or a weekday when there generally is no school. i.e., Spring Break, Winter Break, Summer Break, etc. This will not preclude any individual employees with employment conflicts from petitioning to have in service meetings during those times. This will not affect the General Meeting outlined in Section 1. Mandatory meetings for a required course following a "preventable accident" as determined by the Accident Review Committee, shall be conducted during the period of time one (1) week before or one (1) week after the school year unless mutually agreed otherwise.

Section 11. Failure to renew or remain eligible for the School Bus Driver license endorsement shall be grounds for immediate dismissal. Failure to remain reasonably insurable shall be grounds for suspension without pay, and no seniority shall accrue during the suspension.

Section 12. Bus Drivers assigned to regular routes are responsible to update their route copy within forty-eight (48) hours of a route change, excluding Saturdays, Sundays, and Holidays. If there is no available time within a Bus Driver's scheduled hours, Bus Drivers will be paid for the time required to update their route copies. Employees are subject to discipline up to and including discharge for failing to update route copies.

Section 13. Any route which has a wheelchair student assigned will require a Bus Assistant.

ARTICLE XIX PUBLIC OBLIGATION

Section 1. No Strike: The exclusive representative agrees that at no time prior to the expiration of this contract will either the exclusive representative or any person acting on its behalf, nor any individual employee, engage in any strike, including sympathy strikes, or unfair labor practice as defined by the P.E.L.R.A.

Section 2. No Unfair Labor Practices: In consideration thereof, the School District agrees that it will not engage in any unfair labor practice as defined by the P.E.L.R.A. during the period covered by the no strike agreement.

Section 3. Procedure: The parties agree that procedures affecting this Article are provided for by P.E.L.R.A. and, therefore, shall not be subject to the grievance or arbitration procedure.

ARTICLE XX DURATION

Section 1. Terms and Reopening Negotiations: The Contract shall remain in full force and effect for a period commencing on July 1, 2023, unless provided otherwise herein, through June 30, 2025. If either party desires to modify or terminate this Contract, it shall give written notice of such intent no later than April 1, 2025. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) calendar days prior to the expiration of the Contract.


Section 2. Effect: This Contract constitutes the full and complete agreement between the School Board and the Association as the exclusive representative of Bus Drivers. The provisions herein relating to terms and conditions of employment supersede any and all prior contracts, resolutions, and practices, School Board policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to this Contract, whether or not referred to in this Contract, shall not be open for negotiations during the term of this Contract.

Section 4. Severability: The provisions of this Contract shall be severable, and if any provisions thereof or the application of any such provisions under any circumstances are held invalid, it shall not affect any other provisions of this Contract or the application of any provisions thereof.

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

FOR: ASSOCIATION OF
SCHOOL BUS DRIVERS
SCHOOL DISTRICT #833



President



Vice President




Association Negotiator



Association Negotiator

FOR:
SOUTH WASHINGTON COUNTY SCHOOLS
INDEPENDENT SCHOOL DISTRICT #833



Chair



Vice-Chair



Director of Human Resources

Dated this 19 day of January 2024

Dated this 19 day of June 2024

MEMORANDUM OF UNDERSTANDING

Between
The Association of School Bus Drivers
AND
South Washington County Public Schools - School District 833

It is hereby agreed between the South Washington County Schools, District 833 (hereafter "District") and the Bus Drivers and Bus Assistants Association (hereafter "Association") as follows:

Both parties agree to develop a Labor Management Committee. Minnesota's Bureau of Mediation Services may be of assistance in development of such a committee.

This MOU will sunset on June 30, 2025.

For the District:

Abbas Baki Date: 1/19/24

For the Association:

James Lewis Date: 1/19/24

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