



**TERMS AND CONDITIONS
OF
EMPLOYMENT COVERING
BUS DRIVERS
OF**

**INDEPENDENT SCHOOL DISTRICT NO. 911
(Cambridge-Isanti, Minnesota)**

Effective July 1, 2015 through June 30, 2017

ARTICLE I

HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week. The regular work week shall be prescribed by the School District.

Section 2. Basic Work Year. The regular work year shall be prescribed by the School District. An employee shall be obligated to report for work on all assigned duty days unless on paid or unpaid leave as approved by the School District.

Section 3. Eligible Employees: Employees who have completed their probationary period and who are assigned to a morning or an afternoon route on throughout the school year on a regular basis

Section 4 Part-time Employees: The School District reserves the right to employ such personnel, as it deems desirable or necessary on a part-time or casual basis.

Section 5. Shifts and Starting Time: All employees will be assigned starting time and shifts as determined by the School District.

Section 6. Lunch Period: Employees employed 20 or more hours per week shall be provided an unpaid duty-free lunch period of at least 30 minutes.

Section 7. School Closing: In the event that school is closed for any reason and the School District does not require employees to perform services, the employees' compensation shall be reduced accordingly. However, if an employee reports to work prior to a closing announcement, the employee will be paid for time worked or two hours of compensation, whichever is greater.

ARTICLE II

COMPENSATION

Section 1. Rates of Pay. The rates of pay schedule as provided in Attachment A hereof shall be part of this agreement for the contract period.

Section 2. Casual Employees. Casual employees shall be compensated pursuant to School District policy.

Section 3. Other Duties. Employees shall be compensated for time at hourly rates for the following:

- When required to meet with law enforcement or to make a court appearance in connection with their duties as a bus driver.
- When required to meet with the Principal and/or parent or other School District supervisor.
- When required to attend safety and in-service meetings.
- When required to do a random drug screen or accident related drug screen.

Section 4. Timesheets and Payment. All hours of work to be compensated must be turned in pursuant to the schedule every two weeks. Hours not turned in pursuant to such schedule will not be compensated.

Section 5. Bus Preparation and Cleaning. Compensation as provided for routes as referenced herein include necessary time for the preparation and cleaning of the bus before and after each trip. For extraordinary circumstances, a driver may be allowed additional time at the hourly rates, with the preapproval of the transportation supervisor.

ARTICLE III

ASSIGNMENT OF WORK

Section 1. Application. The assignment of work is the inherent management right of the School District. Normally, regular school routes will be assigned to the same driver from the previous year. Normally a driver will be granted a maximum of two routes. Assignment of work shall be based upon the most effective operation of the bussing program.

Section 2. Summer Routes. Summer routes, including buses and vans, shall be assigned by seniority within classification. Extra trips shall be made available on a seniority basis.

Section 3. Temporary and Field Trips. Temporary trips and daily field trips scheduled by the School District will be assigned to drivers within classification on a rotating basis to distribute such driving as equitably as practicable at the discretion of the Transportation Director.

Section 4. Exception. Notwithstanding any provision of these terms and conditions of employment, the School District may make administrative decisions on the assignment or reassignment of work based upon the needs of the bussing program.

ARTICLE IV

HOLIDAYS

Section 1. Paid Holidays.

Subd. 1. Eligible employees shall be granted the following paid holidays which occur during their duty year pursuant to the following schedule:

<u>Years of Employment</u>	<u>No. of Paid Holidays</u>	<u>Holidays</u>
First two years	1	Christmas Day
3rd year	2	Christmas Day New Year's Day
4th year	3	Christmas Day New Year's Day Presidents' Day
5th and 6th year	4	Thanksgiving Day Christmas Day New Year's Day Presidents' Day
7th year	5	Thanksgiving Day Christmas Eve Day Christmas Day New Year's Day President's Day
8th year	6	Thanksgiving Day Christmas Eve Day Christmas Day New Year's Day President's Day Memorial Day
9th, 10th, and 11th year	7	Thanksgiving Day Christmas Eve Day Christmas Day New Year Eve's Day New Year's Day President's Day

12th year and thereafter

9

Memorial Day

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
President's Day
Memorial Day

Subd. 2. Weekends. Any holiday that falls during a weekend will be observed on a day established by the School District.

Subd. 3. School in Session. The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof.

Subd. 4. Application. In order to be eligible for holiday pay, an employee must have worked a regular work day the day before and the day after the holiday unless on an excused absence, or on approved paid leave pursuant to this agreement.

Subd. 5. Eligibility. Holiday benefits as defined in this section shall apply only to eligible employees and shall not apply to casual or temporary employees. Employees who regularly share an a.m. and p.m. route shall receive the holiday pay on a proportionate basis. Casual or part-time employees employed for a lesser assignment shall not be eligible for any benefits pursuant to this section.

ARTICLE V

LEAVE

Section 1. Bereavement Leave: Eligible employees may use up to three days for immediate family (parents, spouse and children). Eligible employees may use up to one day for brother, sister and grandparents.

Section 2. Medical Leave. Eligible employees who have been assigned home-to-school routes and miss five (5) consecutive days/ten (10) home-to-school routes, when hospitalized or placed under physician ordered restrictions (causing an inability to work), will be eligible for full pay for missed home-to-school routes retroactive to first day missed, to a maximum of 3 weeks, 15 days, (30 routes), during the school term. When a Bus Driver is medically approved to return to work they will return to their route if it is within a maximum of 30 days from the initial hospitalization or medical restriction. After the maximum 30 days they will be assigned to same or similar route. There is no

medical sick leave allowance for illness unless hospitalized or under physician orders not to drive.

ARTICLE VI

SENIORITY AND LAYOFF

Section 1. Layoff. The parties recognize the principle of seniority in the application of this Article, within classification, concerning reduction in force, provided the employee is fully qualified to perform the duties and responsibility of the position. In the event of a layoff, an employee losing a position within classification may exercise seniority in a lower classification, provided the employee is fully qualified to perform the duties and responsibilities of such position. An employee may not exercise seniority in a higher classification in the event of a layoff. This Article shall be applicable in a reduction of hours only if the reduction causes the employee to lose eligibility for benefits under this Agreement or if the employee's hours are reduced by more than 25% of the employee's existing time.

Section 2. Recall. An employee on layoff shall retain seniority and right to recall within classification in seniority order for vacancies which occur in the School District for a period of 12 calendar months after the date of layoff, provided the employee is qualified to perform the duties and responsibilities of the position. An employee with recall rights shall maintain a current mailing address on file with the School District and failure to accept recall within ten calendar days shall cause forfeiture of the employee's further recall rights. The School District will not employ a new person in a vacant position as long as an employee on layoff pursuant to this Article is qualified to perform the duties and responsibilities of the position and accepts recall as provided herein.

Section 3. Seniority Date. Employees shall acquire seniority within their classification category upon completion of the probationary period as defined in Article VIII hereof, and upon acquiring seniority, the seniority date shall relate back to the first date of continuous service in the School District in a classification covered by this Agreement. If more than one employee commences work on the same date in a classification category, the tie in seniority shall be broken by lot.

Section 4. Seniority List. On or about October 1 of each year the School District shall post a seniority list for each job classification. An employee shall have twenty (20) days from this posting to challenge their seniority listing through the grievance process. If no challenges are made within twenty (20) days of posting, the seniority list is final. The seniority list shall be updated each year. For purposes of this Article, the term classification category shall mean one of the following:

Route Driver
Van Driver

ARTICLE VII

VACANCIES AND POSTING

Section 1. Postings of Vacancies or New Positions: All vacancies and new positions within the bargaining unit, which are anticipated to be at least 45 days in duration, will be posted for three (3) working days for consideration of lateral transfers (same classification). The senior qualified employee who applies will be assigned to the position. Such applications must be submitted, in writing, no later than two working days following the closing of the posting period.

Section 2. Subsequent Posting: In the event that the new position is not filled by a lateral assignment as provided in Section 1 hereof, the position will be posted for an additional five working days in all school buildings where members of the bargaining unit are employed. The School District will simultaneously advertise such positions externally.

Section 3. Application for Vacancies. All applications will be considered by the School District and final decision for employment, advancement, transfer or promotion will be made by the School District after considering the qualifications of all applicants. Qualifications of applicants will include background, training, seniority, experience, education, aptitude for the position and testing results.

Section 4. Notice of Appointment: Notice of the candidate selected to fill the vacancy shall be posted at the transportation department office within five days of the selection.

Section 5. Definition. For purposes of this Article, the term "vacancy" shall mean a position where no employee is holding a claim to the position, i.e., leave of absence.

Section 6. Temporary Assignment. The School District may fill a vacancy or new position, temporarily, pending completion of the assignment process.

ARTICLE VIII

DISCIPLINE, DISCHARGE AND PROBATIONARY PERIOD

Section 1. Probationary Period: An employee under the provisions of this Agreement shall serve a probationary period of one calendar year of service in the School District, during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a

probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay or discharged only for just cause.

ARTICLE IX

GRIEVANCE PROCEDURE

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

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

Section 3. Definitions and Interpretations:

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

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

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

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

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought, within thirty (30) days after the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within

the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

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

Subd. 1. Level I. If the grievance is not resolved through informal discussion, the Superintendent or designee shall give a written decision on the grievance to the parties involved, within ten (10) days after receipt of the written grievance.

Subd. 3. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such an appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, the School District shall hear the grievance within twenty (20) days after the receipt of the appeal. Within twenty (20) days after the meeting the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the School District may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School District. The School District shall then render its decision which shall be final and binding.

ARTICLE X

MISCELLANEOUS

Section 1. Clothing Allowance. The School District will provide a replacement jacket or a windbreaker of driver's choice one year after driving a regular route and once each five years thereafter. The jacket or windbreaker selection will be determined by the School District in its discretion.

Subd. 1. Casual Driver Clothing Allowance. The School District will provide a jacket to eligible casual drivers after two (2) consecutive years of service and upon completion of a minimum of 50% (fifty percent) of a regular route home-to-school route driving assignments. Eligible casual drivers will receive a replacement jacket every five years if criteria is met.

Section 2. Workers' Compensation. Workers' compensation insurance will be provided for employees pursuant to State law.

Section 3. Prohibition. No person may ride in a School District vehicle except insofar as the person is an authorized rider, except in cases of emergency or with prior approval by the Transportation Director.

Section 4. Meetings with School District. Upon request, the School District will meet with employees representatives and discuss matters of employee concerns.

Section 5. Meal Reimbursement. Meal reimbursement for drivers will be reimbursed as follows:

6-12 hour trip – up to \$6.50 (receipt required)

12 hours or more – up to \$13 for two meals (receipt required)

Section 6. Physical Examinations.

Subd. 1. The School District will reimburse an employee up to \$100 for the required physical examination, once every two years, as required by the DOT (Department of Transportation), or no more than one physical per year as required by a medical physician.

Section 7. Recruitment. Bus drivers who successfully recruit new drivers will be eligible to receive a \$250 recruitment bonus. The conditions to receive the bonus are as follows:

- The recruited driver must pass the new hire screening, interview process and background check.
- The recruited driver must be retained for six months with adequate performance.
- Payment – the recruiting driver will receive a lump sum payment of \$250 after the recruit has been successfully employed for six months.
 - Regular payroll taxes apply to the lump sum payment.

This agreement is approved for implementation for the 2015-2017 biennium as per the following signatures:

Bus Drivers

Signed: Joyce Ziebart

Date: 6/6/16

Signed: Mary Eklund

Date: 6/6/16

Signed: Radna A. Bush

Date: 6/3/2016

School Board

Signed: [Signature]

Date: 6/8/16

Signed: Sara Wedlund clerk

Date: 6/6/16

ATTACHMENT A

WAGE SCHEDULE 2015-2016

Wages	Definitions	
Short route	0 ≤ 15 miles lot to lot	\$34.22
Regular route	15 ≤ 30 miles lot to lot	\$35.36
Medium route	30 ≤ 45 miles lot to lot	\$37.25
Long route	45 miles or more lot to lot	\$39.35
Van route regular	0 ≤ 30 miles	\$26.52
Van route long	30 + miles	\$28.78
Year Round School Summer/ Targeted Services (same as above route schedule)		
Bus Hourly rate		\$18.00
Van Hourly rate		\$17.52
Handicapped Rate – Override for routes requiring use of lift apparatus		\$ 1.50

WAGE SCHEDULE 2016-2017

All Bus Routes - \$34.84 for the first hour or part thereof \$ 2.00 for each 15 minute increment over and above 1 hour		
Van Routes - \$27.00 for the first hour or part thereof \$ 2.00 for each 15 minute increment over and above 1 hour		
Bus Hourly rate		\$18.32
Van Hourly rate		\$17.84
Handicapped Rate – Override for routes requiring use of lift apparatus		\$ 1.50/hour