

# STAPLES MOTLEY SCHOOLS

School District #2170

Staples, MN



**Transportation Agreement**

July 1, 2015 - June 30, 2017

**Independent School District No. 2170  
TRANSPORTATION AGREEMENT  
July 1, 2015– June 30, 2017**

**INDEX**

<b>Article</b>	<b>Contents</b>	<b>Page</b>
<b>I</b>	<b>Purpose</b>	<b>3</b>
<b>II</b>	<b>Driver Definition</b>	<b>3</b>
<b>III</b>	<b>Driver Responsibilities</b>	<b>3</b>
<b>IV</b>	<b>Forms and Duties</b>	<b>4</b>
<b>V</b>	<b>Suspensions and Penalties</b>	<b>4</b>
<b>VI</b>	<b>Personnel Meetings</b>	<b>5</b>
<b>VII</b>	<b>Seniority &amp; Filling Open Routes</b>	<b>5</b>
<b>VIII</b>	<b>Extension Routes</b>	<b>7</b>
<b>IX</b>	<b>Summer School Routes</b>	<b>7</b>
<b>X</b>	<b>Late Bus</b>	<b>8</b>
<b>XI</b>	<b>Intra-District/Out of District/Shuttle Bus Driving</b>	<b>8</b>
<b>XII</b>	<b>Regular Route Salary and Fringe</b>	<b>10</b>
<b>XIII</b>	<b>Health Reimbursement Arrangement (HRA)</b>	<b>12</b>
<b>Appendix I</b>	<b>Pay Schedules</b>	<b>13</b>
	<b>Signature Page</b>	<b>14</b>
<b>Appendix II</b>	<b>Seniority List</b>	<b>15</b>



# 2015-2017 TRANSPORTATION AGREEMENT STAPLES MOTLEY SCHOOL DISTRICT

## ARTICLE I -- PURPOSE

**Section 1. Purpose:** The purpose of this agreement is to create a clear understanding of the employment conditions, salaries, and benefits for the Staples Motley School District regular route bus drivers and on call assistant position.

## ARTICLE II – DRIVER DEFINITION

**Section 1. Regular Route Drivers:** Regular route drivers are those drivers who deliver students to school at the regular school starting time and pick up students from school after the regular day and are designated as regular route drivers by the school board. This may include special education routes. Regular routes do not include special day routes – day treatment or the like.

**Section 2. On Call Assistant:** The On Call Assistant is defined as an employee who assists the transportation supervisor in various capacities, including driving routes, maintenance and other duties as assigned.

## ARTICLE III -- DRIVER RESPONSIBILITIES

**Section 1. Licensure:** Each driver has the responsibility of maintaining proper licensure with the State of Minnesota, assuring that that licensure is current, and making sure that required physicals are current. The district will periodically receive and request reports concerning all bus drivers' legal status to drive bus, including licensure, but the ultimate responsibility for proper licensure and current legal status to transport students rests with each driver.

**Section 2. License Check and Violations:** Annually, or on demand, all bus drivers shall have their driving record retrieved from the State of Minnesota Department of Transportation. A record of violations of driving while under the influence of alcohol or controlled substances shall mean immediate dismissal from employment as a district bus driver. All Class A violations will be reviewed and discussed with bus drivers and could lead to disciplinary action. No bus driver will be hired that has more than two (2) Class A violations within the past five (5) years and even one (1) Class A violation may disqualify a candidate if the transportation supervisor determines that the violation is not compatible to being a bus driver.

**Section 3. Driving Violations:** If a bus driver receives any type of traffic violation, it must be reported to the transportation supervisor within the timeline as determined by statute, of the violation or immediately if the violation occurs while driving a school bus.

**Section 4. Legal Medications:** Drivers shall report to the transportation supervisor if they are required to take medications which may alter their mood, may cause drowsiness, possibly impair their driving ability, or if the medication's directions indicate that one should not drive while taking the medication. If a physician prescribes such medication, the driver shall receive from that physician and submit to the transportation supervisor a written explanation as to if or when that driver is in a safe condition to drive. No driver shall take over-the-counter medications within eight (8) hours of driving if that medication's directions indicate that it may cause drowsiness or impair driving ability. A physician's written statement to the district may supersede this clause, but if received, must be updated at the transportation supervisor's request.

**Section 5. Handbook:** The district publishes a bus driver transportation handbook. Every bus driver is responsible for reading, understanding, and following the rules, regulations, and procedures included in that handbook.

**Section 6. Parking at Home:** The transportation supervisor may determine that certain bus drivers are authorized to park their buses at their places of residence if it is in the best interest of the district to have them do so. If this is done, the bus engine heater must still be plugged in to an active electrical outlet during cold weather unless the bus is parked in a heated building.

**Section 7. Student Discipline Reporting Procedure:** Bus drivers will maintain appropriate discipline on the bus at all times. In the event of student problems, the transportation supervisor and then the principal shall be notified by the drivers the SAME DAY the problems occur. If the discipline problem occurs on an afternoon route, the driver may report the incident right away the following school day morning.

**Section 8. Changing Driver's Route Because of Problems:** If a problem exists on a route (driver, area constituents, etc.), the district retains the option to switch drivers, on a temporary or permanent basis, to help solve the problem. Pay for the switch will be handled between the drivers involved, the transportation supervisor, business manager, and superintendent.

**Section 9. Cleaning of Buses:** Drivers are responsible for sweeping and cleaning the bus after each day or event trip. The transportation supervisor will monitor compliance with this regulation and report to the district administration the times when drivers other than regular bus drivers leave vans and/or buses after event trips without cleaning them.

**ARTICLE IV -- FORMS AND FORM DUTIES**

**Section 1. Bus Requisitions:** Bus requisitions must be completed for all transportation services designated by the transportation supervisor. The mileage reported on the requisition must agree with all related records, including payroll billing for requisitioned services.

**Section 2. Repair Orders:** It is the bus drivers' responsibility to see that all problems with the bus are recorded on work orders and turned into the transportation supervisor.

**Section 3. Form Requirements:** All forms are to be completed promptly and accurately. Forms are used to provide local district support information and to compile necessary data to complete state mandated or other required reports.

**ARTICLE V -- SUSPENSIONS AND PENALTIES**

**Section 1. Driver Suspensions:** Drivers are subject to suspension if they do not attend a regularly scheduled meeting unless excused prior to the meeting by the transportation supervisor.

*Subdivision 1.* Drivers will be notified of a meeting by the transportation supervisor one (1) week in advance. The notice must be posted on the bulletin board and/or sent by mail to each driver.

*Subdivision 2.* Excused absences must be cleared in advance by the supervisor. If an absence is foreseeable, drivers should clear absences two days in advance or as soon as possible.

*Subdivision 3.* A suspension guide for failure to turn in all reports, driving too fast, following too close, keeping buses properly cleaned, etc., will be as follows:

<i># of Violations</i>	<i>Consequence</i>
First	Written warning
Second	Up to 5-day suspension without pay
Third	Up to 10-day suspension without pay
Fourth	Full suspension

If the violation is severe enough, the supervisor may skip earlier steps. For instance, serious traffic violations which are assessed by law enforcement officials could mean immediate suspension. After three years a traffic violation will be removed from consideration in the penalty steps listed above, though the violation will remain in the driver's permanent record. The term "traffic violations" in this section refers to violations while driving for the school. Penalties for non-contracted drivers will be specified in school policy.

## ARTICLE VI -- TRANSPORTATION PERSONNEL MEETINGS

**Section 1. Mandatory Classes:** Mandatory classes conducted for school bus drivers shall be paid at the same rate as intra-district pay. It is the responsibility of each qualified transportation person to present a signed payroll form to the district business office for payment when attending required meetings.

## ARTICLE VII -- SENIORITY AND FILLING OPEN ROUTES

**Section 1. Seniority Defined:** Seniority is the amount of time a bus driver has been continuously contracted as a regular route driver or on call assistant, for the Staples Motley School District. Seniority starts on the first day a bus driver is contracted to work as a regular route driver, or on call assistant, as approved by the school board. In order to qualify for seniority, an on call assistant must average at least 8 (eight) hours per week from Sept. 1 through May 31. Drivers will gain one year of seniority, provided they are hired prior to October 1<sup>st</sup> of a school year and are contracted for that route for the rest of the school year. The date a driver starts work as a regular route driver will be specified on his/her first contract and is contingent on the school board's approval of that contract. Substitute drivers do not accrue seniority, and if they are hired as regular route drivers, their seniority starts accruing from the first day of work as a regular route driver (see above).

### **Section 2. Accumulating Seniority and Filling Open Routes:**

*Subdivision 1. Gaining Seniority:* All regular route drivers will be given a contract which specifies the first day which a driver started working as a contracted regular route driver and the date of hire by the school board. All contracts are subject to school board approval. Seniority does not accumulate from summer routes, late bus routes, or other similar special transportation routes such as between-building shuttles. A driver may not gain more than one year of seniority during any school year – July 1<sup>st</sup> through June 30<sup>th</sup>. **This seniority system, which does not figure half-routes as a half of year of seniority is effective beginning the 2003 – 2004 school year. Seniority gained prior to 2003-2004 remains as listed in the 2002-2003 contract.**

*Subdivision 2. Losing Seniority:* Bus drivers lose all seniority if they: a) voluntarily resign their position; b) are involuntarily terminated due to staff reduction for more than one year; or c) are involuntarily terminated for cause – poor job performance, violation of district rules or policies, severe traffic violations, inability to perform their bus driving duties, or the like.

Bus drivers will not gain seniority if they are on a leave of absence which exceeds four months and/or extends beyond the end of the regular school year. By June 1<sup>st</sup> of the year drivers are on a leave of absence, they must make written notification to the transportation supervisor or superintendent of their intent to return to work at the start of the following school year, or they will lose their seniority. The superintendent may make extensions to the time line for notification in unusual cases.

*Subdivision 3. Open and Closed Routes:* Open routes are routes which do not have an assigned driver. All other routes shall be considered closed.

*Subdivision 4. Drivers on Leave:* Drivers on leave shall return to their previous routes that they had when their leave began, unless their route is eliminated or becomes open for bid prior to the start of a new school year. If a driver on leave has his/her route eliminated, that driver may employ the bumping procedure described in this Article.

*Subdivision 5. Bidding Open Routes:* In this section, “bidding routes” is the process whereby regular bus drivers indicate a desire to drive an open route. All open routes shall be bid on the basis of seniority, with more senior drivers being given priority. The district reserves the right to deny a particular bus driver’s bid if, in the opinion of the transportation supervisor and the administration, the driver is bidding a route for which that bus driver does not have the ability or licensure to drive, or if there are other sound reasons which are explained to the driver. Bus drivers shall be assigned, in such cases, to a more compatible route by the transportation supervisor.

*Subdivision 6. Elimination of Routes:* **If a route is eliminated or loses 10 or more miles from the previous year’s route, that driver may bump into another route filled by a less senior driver.** That driver who is bumped also may bump a less senior driver, and this process continues until no more senior drivers who are bumped wish to bump less senior drivers. Prior to the bidding of the routes, the transportation supervisor shall have available estimated mileages for each route.

*Subdivision 7. Determining Seniority:* The first factor for determining seniority is the total accrued seniority as defined in Article VI, Section 2, Subdivision 1. The steps for determining seniority are listed below in order of importance.

- 1<sup>st</sup> Total accrued seniority
- 2<sup>nd</sup> Date started work as a regular route driver or on call assistant
- 3<sup>rd</sup> Administrative determination .... If drivers are hired by the school board on the same date, the transportation supervisor will recommend at the time of hire which driver will be placed higher on the seniority list. Factors such as past substitute work or date of application may be used to make this determination.

*Subdivision 8. Application for Open Routes Once Bidding Process is Completed:* Once all regular route drivers have had the chance to bid open routes, those open routes remaining will be filled through an application process. Substitute drivers will be given preference to these routes, all other things being equal, based upon past service and performance as a substitute driver. The district retains the right to hire whoever, in the opinion of the transportation supervisor and administration, is the best driver/candidate for the position.

*Subdivision 9. Half-Routes:* Any full-time driver (morning and afternoon route) wishing to go to a half-route (morning and afternoon route) must first receive administrative approval. The driver must then make that announcement at a bus drivers’ meeting for which all drivers have been notified.

An open half-route will be bid by seniority bid procedures. A driver may not drive two half-routes from two different routes.

If the senior driver of a half-route should wish to bid a different whole route, then only the half-route previously driven by the senior driver becomes open for bids. If the bidding falls to the junior half-route driver, he/she may bid the route as a whole route.

If the senior driver of a half-route terminates his/her employment with the school district, the full route opens to bidding according to seniority bidding procedures.

If the junior driver of a half route terminates his/her employment with the school district, the route is bid as a half-route according to seniority bidding procedures.

## **Section 2. Sick Leave Bank**

*Subdivision 1. Statement of Intent.* A sick leave bank will be established and is expressly intended to be used by any transportation staff employee who is physically incapable of performing duties due to an accident or serious illness after they have used their accumulated leave. It is not intended to be used for any other type of leave provided for in other sections of this contract. All deductions from this bank will be made only with the approval of the school superintendent. No transportation

employee shall be allowed to use the sick leave bank if they have fulfilled the waiting period and qualify for income protection under long-term disability.

*Subdivision 2. Implementation.* Transportation employees shall contribute sick leave days from their leave accumulation to the existing sick leave bank when the sick leave bank is depleted to 45 days or less and up to a maximum of 100 days. Days employees donate to the bank will be prorated according to their FTE. Transportation employees of the district who exhaust their accumulated leave allowance shall be allowed reasonable and necessary withdrawals from the common bank, provided there are sufficient days available in the bank.

*Subdivision 3. Repayment.* Transportation employees who have drawn from the sick leave bank will repay 50% of that withdrawal. This repayment shall be made by paying the bank 50% of their future sick leave accumulation until the required number of sick leave days and/or hours are replenished.

*Subdivision 4: Repayment if employment is terminated in less than two years from the withdrawal.* Transportation staff who have drawn from the sick leave bank must remain in the school district for two years after recovering, or they shall be required to pay the school district any amount of hours remaining to be paid as outlined in "Subsection a" above.

*Subdivision 5. Repayment if employment is terminated more than two years after withdrawal.* In cases where employees have remained in the school district for two years or more after withdrawing from the bank and then discontinue employment with the district, they shall forfeit their accumulated sick leave back to the sick leave bank up to the 50% payback amount specified in "Subsection a". If that 50% payback amount is not reached with all of their accumulated leave days, there shall be no further payback due.

*Subdivision 6. Repayment in case of terminal illness.* In case of terminal illness all payback provisions will be waived.

## ARTICLE VIII-- EXTENSION ROUTES

**Section 1. Regular Route Extensions:** This is a bus route which takes place at the beginning or end of a route. To constitute an extension route, the students must transfer from several bus routes to a separate bus, which will then transport these students to the required destination.

**Section 2. Extension Bus Driver Assignment:** The extension bus drivers shall be assigned routes based on seniority of bus drivers, subject to the approval of the transportation supervisor.

**Section 3. Extension Pay:** The pay shall be paid according to Appendix I.

## ARTICLE IX-- SUMMER SCHOOL ROUTES

**Section 1. Summer School Routes:** Summer school routes provide transportation to and from school for summer school students. Summer school routes may go beyond the boundaries of Staples Motley ISD #2170, but will not be considered out-of-district driving.

**Section 2. Summer School Bus Driver Assignments:** Summer school bus drivers shall be assigned routes based on seniority of bus drivers, subject to the approval of the transportation supervisor.

**Section 3. Summer School Route Pay:** The formula for summer school route pay shall be paid according to Appendix I.



## ARTICLE X -- LATE BUS

**Section 1. Late Bus:** The late bus is to transport students home from school after normal school hours, because their school activity prevents them from riding a regular route.

**Section 2. Late Bus Driver Assignment:** Late bus drivers shall be assigned routes initially based on seniority as a regular bus driver, subject to the approval of the transportation supervisor. Regular route bus drivers that waive their rights initially to a late bus route may not bump an existing late bus driver with less seniority as a regular bus driver, but they may bid for a future open late bus route not desired by current late bus drivers.

**Section 3. Late Bus Pay:** The rate of pay for late bus routes shall be the same for regular late bus drivers and substitute late bus drivers. That pay shall be paid according to Appendix I.

## ARTICLE XI

### INTRA-DISTRICT, SHUTTLES, AND OUT-OF-DISTRICT BUS DRIVING

#### **Section 1. Definitions:**

*Subdivision 1. Intra-district bus driving:* The purpose of intra-district driving is to provide transportation service to our students within the boundaries of ISD #2170. Intra-district driving shall be all other transportation services within district boundaries except regular routes.

*Shuttles:* Non-requisitioned daytime driving (shuttles) shall be considered to be part of the intra-district driving and will be assigned according to seniority on the trip board.

*Subdivision 2. Out-of-district bus driving:* Out-of-district bus driving is to provide transportation for students to the various school sponsored events, trips, and school board authorized chartered services which occur beyond the district's boundaries.

**Section 2. Intra-District Bus Driver Assignment:** Intra-district bus drivers shall be assigned routes based upon seniority of bus drivers, subject to the approval of the transportation supervisor. A rotating trip board (up to seven drivers) will be maintained by the transportation supervisor to assign intra-district routes. Drivers that waive their rights to be on the intra-district route trip board may not bump an existing intra-district bus driver with less seniority as a regular bus driver. They may bid, however, for a future intra-district trip board opening. Drivers on the intra-district trip board may not be on the out-of-district trip board.

The transportation supervisor has the discretion to deviate from this procedure if route times and locations are such that other reasonable arrangements should be made or if attempts to contact members on the trip board or in the sub pool have been unsuccessful and the trip needs to be assigned very soon.

*Subdivision 1.* Non-requisitioned daytime driving (shuttles) shall be considered to be part of the intra-district driving and will be assigned according to seniority on the trip board. Once drivers accept such a route, however, they may not "sub out" this route to another driver in order to take another intra-district driving assignment. Each time the transportation supervisor is notified of another shuttle route he/she will start at the top of the intra-district trip board (most senior driver) and offer that route to the most senior driver who is available (not driving another route during that time slot) to take the route. The transportation supervisor will proceed down the seniority on the intra-district trip board until a driver agrees to take the route.

Since the trip board may be altered each year, non-requisitioned daytime driving shuttles are not considered to be permanent assignments that carry on from year to year. Each year, these types of routes will be assigned according to the intra-district trip board procedures as outlined in this section.

*Subdivision 2. Changes for Intra-District Routes:* Once drivers are assigned an intra-district trip, they will be allowed to drive that trip unless:

- There is a mutual agreement between the driver and school administration (i.e. transportation supervisor) to make other arrangements
- They are notified of the changes at least 24 hours in advance
- The trip is canceled

**Section 3. Out-of-district driving assignments:** Out-of-district assignments shall be on a rotating basis with those drivers on the designated trip board. Once a driver selects or turns down a trip/assignment, that driver is moved to the last position on the rotation schedule.

**Section 4. Trip Boards and Sub Pools:**

*Subdivision 1. Establishment of trip boards:* Separate trip boards shall be provided for each of the route types defined in section one above. There shall be seven drivers assigned to the intra-district trip board, and up to four drivers assigned to the out-of district trip board. New openings on trip boards will be established according to seniority with the most senior drivers being given priority for placement on a particular trip board. No driver may select to be placed on more than one trip board. The trip boards will be newly established prior to the beginning of each school year. Membership on the trip board does not carry over from year to year. A more senior driver may not bump out a less senior driver from the trip board.

*Subdivision 2. Substitute Pools:* One substitute pool will be created which will serve both the intra-district trip board and the out-of-district trip board when extra drivers are needed. The transportation supervisor will determine how many drivers will be in the substitute pool. Drivers will be selected to the pool based on seniority. When the transportation supervisor has to use the substitute pool he/she will start trying to fill the route with the most senior driver available in the sub pool. This means that the least senior driver in that pool may not be selected very many times or at all.

**Section 5. Trip Board Assignment Meetings** will be held between the transportation supervisor and the members of the various trip boards at the start of each school year to discuss the assigning and distribution of the trips/routes. Thereafter, the transportation supervisor will meet with the various trip board drivers as needed.

**Subdivision 6. Subbing out trips:** Drivers on a regular trip board may not, without the approval of the transportation supervisor, "sub out" a previously assigned trip in order to take a different driving assignment. Permission for this scheduled driving change will occur only very rarely.

Drivers shall not get their own substitute drivers without first consulting with and getting permission from the transportation supervisor. In most cases, the transportation supervisor will secure the substitute or designate who the substitute shall be. In case of an emergency and the transportation supervisor is absent, drivers will check with the transportation supervisor's designated replacement (sub), superintendent, or building principal, in that order.

**Section 7. Determination of Routes to be Assigned:** The transportation supervisor has the discretion to deviate from the above trip assignment procedures if route times and locations are such that other reasonable arrangements should be made or if attempts to contact members on the trip board or in the sub pool have been unsuccessful and the trip needs to be assigned very soon.

The transportation supervisor also shall make reasonable attempts to combine routes, when possible, to save extra driving time. For instance, it may be possible, on occasions, to assign combinations of intra-district and shuttle routes.

**Section 8. Driving Pay:**

*Subdivision 1. Regular Pay Rate:* Hourly driving pay for routes in this article shall be paid according to the schedules listed in Appendix I. When recording time sheets, drivers will round up their time to the next 15 minute increment. In cases where more than one route is combined on a single bus, drivers will bill their time as single route continuous driving time. In cases where one route is a

continuation of, or occurs immediately prior to, a previously assigned regular route or trip board route, driver billing will be only for the driving time of the newly assigned route.

*Subdivision 2. Out-of-District Bus Driving Pay:* Drivers shall be paid for actual time on the trip if an overnight stay is not required. While drivers are being paid, they must remain on duty/call and be ready to drive when needed to do so. If drivers need to leave for lunch or a short break, they must let the trip's advisor/supervisor know where and how to contact them.

Bus drivers on *overnight trips* shall not receive more than eight (8) hours of pay per day, unless actual on-duty time exceeds eight (8) hours.

The school district shall also pay for necessary *lodging and meals* which must be billed by bus drivers in conformity with district expense billing procedures.

The pay for a driver's *regular route pay* shall be deducted if the regular route is not driven.

**Section 9. Changing Bus Requisitions:** Only the transportation supervisor, activities director, principal, or superintendent may change a bus requisition order. Drivers are responsible to follow instructions as listed on the requisition order.

#### ARTICLE XII-- REGULAR ROUTE SALARY AND FRINGE

**Section 1. Regular Route Pay:** Regular route pay shall be according to Appendix A. The percentage of pay increase shall be according to the following formula: *Regular route substitutes shall be paid the average pay for regular routes, exclusive of extension pay.*

**Section 2. Long-Term Disability Insurance:** The school district shall pay the full cost of long term disability insurance for all regular route bus drivers. The long term disability insurance shall have a 120-calendar day qualification period and pay two-thirds (2/3) of the bus driver's wages during disability up to the maximum value of the plan.

**Section 3. Workers' Compensation:** The district shall comply with the provisions of Minnesota statutes governing Workers' Compensation laws.

All employees who are injured during the course of their employment shall file an accident report with the designated supervisor within 48 hours of the accident, no matter how slight the injury may appear to be. This accident report shall be on forms furnished by the district. Any compensation received by employees for loss of time, if they are receiving sick pay, shall be deducted from their earnings.

**Section 4. Flexible Benefit Plan:** All regular route drivers shall be eligible to participate in the school district flexible benefit plan.

**Section 5. Longevity Pay:** Longevity pay will be paid according to the following schedule:

<b>Yrs. Service as Bus Driver as of September 1<sup>st</sup></b>	<b>Longevity Pay</b>
12 years	\$200.00
18 years	\$300.00
25 years	\$500.00

Longevity is based on years of service, not seniority. Years of service are based on hire date. In order to gain a year of service, the driver must have been hired by the October school board meeting and must have been driving before October 1<sup>st</sup>. Longevity will be paid in a lump sum in June.

**Section 6. Severance Pay:** A severance payment shall be made to any school bus driver who is a minimum of 55 years of age and has had a minimum of 13 years of continuous regular route school bus driving experience for the Staples Motley School District.

A year of experience shall be granted for a driver who was contracted to drive a regular route by the 30<sup>th</sup> of September, beginning with the first day of employment. A driver contracted by the 30<sup>th</sup> of September who drives only a morning or afternoon route shall be credited a half year of experience.

The business office will generate a list of drivers which indicates the number of years of experience for each driver.

The severance pay shall be equal to one day of pay for every two unused days of emergency leave, to a maximum of 30 days. The daily rate of pay shall be equal to the average daily salary for regular route drivers, exclusive of extra driving such as late bus routes, extended routes, intra-district driving, or out-of-district driving.

**Section 7. Overtime Pay:** Overtime pay shall be paid at the rate of one and one-half of an employee's regular rate for all hours worked over forty (40) hours per week. If a contracted employee works under more than one contract, that employee's overtime rate will be paid at the lowest contract rate.

**Section 8. Leaves:** All regular route bus drivers covered by this Agreement shall qualify for seven (7) leave days, prorated according to the percentage of time driven. For instance, a half-time driver would receive seven (7) half-days of leave.

*Subdivision 1. New Employees:* No leave will be granted to new employees for the first thirty (30) working days.

*Subdivision 2. Substitute Drivers:* Substitute drivers are not eligible for leave.

*Subdivision 3. Categories and Use of Leave Days:* The three main categories of leave are described below.

*Sick Leave:* Sick leave is to be used for illness of the employee.

*Personal Leave:* Two days of personal leave will be granted to an employee, subject to administrative approval and availability of sub drivers. A third personal leave day may be granted by an administrator for unusual circumstances for something which requires an employee's attention and which must be attended while school is in session or during normal work hours. Drivers requesting personal leave may be asked, by their supervisor, to specify the reason(s) for the requested leave. Care will be exercised by the supervisor/administrator to maintain confidentiality regarding the reasons for the personal leave. Personal leave is non-cumulative and any days used will be deducted from the employee's sick leave days.

Leave request notices should be made as far in advance as possible and must be approved by the immediate supervisor or administrator.

*Bereavement Leave:* Bereavement leave will be provided upon the death of a family member. Employees who have worked at least 60 days will be paid for up to two (2) days per occurrence for time lost from work to provide for or attend funerals of immediate family members. "Immediate family" is defined as the employee's spouse, child, parent, spouse's parent, grandparent, grandchildren, sister, brother, or other significant relative. The two days are calendar work days. For instance, a half-time employee would get two calendar work days, not four half-days. If additional time is needed, employees may get extra days approved through the provisions of sick leave or personal leave described elsewhere in this contract. Any days used will be deducted from the employee's sick leave days.

## **ARTICLE XIII-- HEALTH REIMBURSEMENT ARRANGEMENT (HRA)**

### **Section 1. District Sponsored HRA:**

*Subdivision 1. Purpose and Management:* The purpose of the HRA shall be to provide an entity to manage the employees' health benefit and pay for eligible health care expenses. Each employee shall have a separate account within the HRA administered by an outside vendor. The vendor shall provide a Plan Document to all eligible employees. The Plan Document will describe the benefit features, including investment options, and shall disclose all expenses. The vendor will also provide a copy of the HRA Trust Document to the business office for review

*Subdivision 2. Contribution:* The School District will make an annual contribution of \$600.00 to driver's HRA accounts. Drivers, whose contracts are less than full-time, will have this benefit prorated accordingly.

*Subdivision 3. Employee Contribution:* Employees will contribute \$665 per year into his/her HRA. Drivers, whose contracts are less than full-time, will have this contribution prorated accordingly.

Any balance remaining in an employee member's account at death shall be used for final eligible expenses for the deceased, after which the remaining balance may be used by any surviving spouse and/or legal dependent(s). If there are no legal dependents and/or spouse, the funds remaining in the HRA will be disbursed according to the agreement with the HRA provider.

- a. Qualifying claims as allowed by IRS regulations

In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the school district, the parties agree to reopen negotiations that result in a revised Agreement between the parties that eliminate or reduce penalties, fines or fees to be assessed against the School District.

### **Section 2. Establishment of VEBA:**

*Subdivision 1.* The school District shall make available a VEBA plan and Trust to all qualified employees and eligible retirees. The employees shall be part of the group which is made up of all bargaining units in the District to determine the appointment of the trustee and plan administrator for the VEBA plan and Trust.

**APPENDIX I**

**BUS DRIVERS' PAY SCHEDULES**

**2015-2016**


<b>Route</b>	<b>Daily/Hourly Rate</b>	<b>Mileage</b>
Regular	\$44.76	\$1.01
Extension	NA	\$3.59
Intra-District	\$15.14	NA
Out of District	\$15.63	NA
Summer School	\$20.74	\$0.36
Late Bus	\$11.77	\$0.40

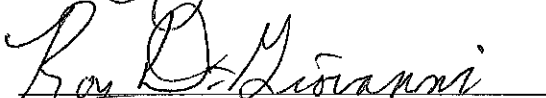
**2016-2017**

<b>Route</b>	<b>Daily/Hourly Rate</b>	<b>Mileage</b>
Regular	\$45.50	\$1.02
Extension	NA	\$3.59
Intra-District	\$15.14	NA
Out of District	\$15.63	NA
Summer School	\$20.74	\$0.36
Late Bus	\$11.77	\$0.40

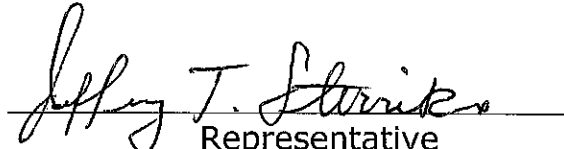
APPROVED BY SCHOOL BOARD RESOLUTION  
on April 18, 2016

For Staples Motley School District # 2170

  
\_\_\_\_\_  
Board Chair

  
\_\_\_\_\_  
Clerk

For Staples Motley Transportation

  
\_\_\_\_\_  
Representative

\_\_\_\_\_  
Representative

**APPENDIX II**

**2015-2016 TRANSPORTATION  
SENIORITY LIST**

<b>Name</b>	<b>Years of Seniority Accrued 6/30/2015</b>	<b>Date Started Regular Route</b>	<b>Bus No.</b>
Holmberg, Joan	29	Aug-85	18
Wollenburg, Julie	29	Aug-86	47
Wolpert, Pam	25	April-90	31
Johnson, Paul	24	Oct-90	12
Elvine, Norma	15	Sept-00	49
Burnham, Dave	14	Dec-00	44
Otteson, Craig	12.5	Sept-99	21
Otteson, Sandra	12.5	Sept-99	21
Zetah, Joe	10	Sept-05	26
Weishalla, Rita	10	Sept-05	17
Holst, Charles	8	Sept-07	45
Pearson, Julie	8	Sept-07	15
Roberts, Doug	8	Sep-07	50
Sterriker, Jeff	4.5	Sept-10	52
Huck Holst	0	Sept. 16	16
Karen Zetah	0	Sept. 16	48

*Dec. 16, 2015*



