

AGREEMENT
Between
INDEPENDENT SCHOOL DISTRICT NO.
51
and
VAN DRIVERS

2021-2023

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ARTICLE I EMPLOYMENT PROVISIONS

Section 1: Employment Provisions

Subd. 1. Employees subject to the terms and conditions of this Master Agreement shall be employed as van drivers and be considered part-time, at will employees. 'At will' employment means that, in the same sense a van driver can resign his/her employment with the District for any reason or no reason at all, so can the District terminate the van driver's employment at any time for any reason or no reason at all. Nothing in this document changes or modifies the at will employment relationship between a van driver and the District.

Subd. 2. A biennial, Master Agreement shall be signed by the Board of Education and the van drivers, and a copy of the signed Master Agreement shall be provided to employees within thirty days of signing said Master Agreement.

Subd. 3. Employees shall perform work as specified by the district in their individual assignments by the School District and shall be assigned work dates and starting and ending times by the school district.

Subd. 4. The School District may layoff and reduce the hours of employees as it deems necessary, whenever it deems necessary.

Subd. 5: Employees shall follow time schedules as established by the School District. Failure to do this may result in dismissal.

Subd. 6. To the best of his/her ability, an employee must keep control of students on his/her van and adhere as closely as possible to behavior rules established by the School District. Van capacity limits will be adhered to except in life-threatening, emergency situations only, at the direction of the District.

Subd. 7. Minnesota regulations concerning school van driver qualifications shall serve as minimum requirements.

Subd. 8. In the event of blocked roads or extreme weather conditions necessitating the closing of school, the Superintendent will determine whether days lost to attendance as a result of such closing will be made up by having school in session on days designated as "vacation days."

Subd. 9. Employees shall be expected to notify the Director of Transportation or the School District office by August 1st of each year of their intentions to continue driving for the coming school term.

Subd. 10. Medical Examinations

1. All employees, upon entering the School District for the first time shall present a certificate of good health. Such certificate shall be presented prior to assuming the employment assignment and shall be such a certificate as is prescribed by the School Board.
2. The cost of such initial examination shall be the obligation of the employee.
3. Subsequently, every two years the employee shall present the district prior to the start of the school year a certificate of good health to continue in the District's employ.
4. The district shall contribute \$50.00 toward subsequent examinations every other year. If the driver's health insurance pays for such examinations, no District contribution shall be made.

Subd. 11. Substitutes: No driver shall make arrangements to have a substitute driver replace him/her on any route, activity or extra-curricular trip. All substitutes will be arranged by the Director of Transportation.

Subd. 12. Outside employment: No employee may engage in any outside employment during the term of his/her employment period when such employment will in any manner affect or interfere with the performance of his/her duties. The School Board shall determine what constitutes interference.

Subd. 13. Employees who are contracted 230 days per year or more:

The District may choose to designate certain van driving positions as 230 days or more per year positions and assign specific duties to those positions. Interschool mail delivery is an example of such position. The following provisions apply to those 230 days or more position(s).

1. 0-5 years will receive 6 days of vacation per school year, non-accumulative. 6-10 years of service, will receive 10 days of earned vacation per school year, non-accumulative, shall be granted. 11+ years will receive 17 days of vacation, with a maximum of 2 days used on student contact days. More than 2 days on student contact days requires approval of supervisor.
2. The hours per day for these positions will be based upon the average length of day for the previous year, July 1 through June 30.
3. Maximum annual earned sick leave at one day per month is 12 days, cumulative to 115 days. Employees in this category may elect to exchange 3 sick days to 1 personal day. This applies to all current Van drivers.
4. Four (4) personal days per school year non accumulative.
5. In all other respects, the Master Agreement applies to 230 days per year or more employees.

Section 2: Rate of Pay

Subd. 1. Salary shall be paid hourly according to Schedule A (attached).

Subd. 2. Pay periods are completed two weeks prior to issuing pay checks.

Subd. 3. Pay checks shall be distributed on the 15th and the last day of each month, provided, however, that when such dates fall on the weekend, holiday, etc., such checks will be issued on a work day immediately preceding such weekend or holiday.

Section 3: Employees in Two or More Units

When an employee is employed in two or more employee units, benefits and times between the units shall not cross over.

ARTICLE II LEAVES OF ABSENCE

Section 1. Sick Leave Subd. 1. The annual sick leave for van employees shall be computed as one day per month for regular runs to an annual maximum of nine (9) days, cumulative to 115 days; such accumulation shall include the current annual allowance.

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

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

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

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

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

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

Section 2. Serious Illness/Bereavement Leave

Subd. 1. A leave of absence without loss of pay not to exceed five days shall be granted for death of the employee's child or spouse's child or for the death or serious illness in the immediate family provided that, under very unusual circumstances, the superintendent may, at his discretion grant a reasonable extension of such leave of absence.

The immediate family shall be defined as the spouse and the employee's or spouse's father, mother, grandparents, brother, sister or other blood relative residing in the same household.

Such leave of absence shall be deducted from the employee's accumulated sick leave, except for the death of the employee's spouse, child or spouse's child.

Subd. 2. Other Short Term Leaves of Absence: A leave of absence may be granted at the sole and exclusive discretion of the superintendent in the event of death or serious illness of any other relative or close friend. Such leave shall be deducted from sick leave.

Section 3. Personal Leave

All employees may be granted two days of personal leave per year (maximum accumulation of 4-days) in the District. Leave may be granted after application to the Director of Transportation including use during the summer. Personal leave is reserved for situations which cannot be taken care of during non-working hours. Leaves are not to be used for recreational purposes and will not normally be allowed on the day before and the day after vacation. All leaves must have prior approval, but at no time shall more than two (2) van drivers be granted personal leave on any one morning or afternoon route.

Section 4. Worker's Compensation

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

ARTICLE III EMPLOYEE DAY AND HOURS OF SERVICE

Section 1. Hours of Employment

Employees shall perform work as specified in their individual assignments by the School District and shall be assigned starting time and ending time as determined by the School District. Employees shall be paid for time before and after the employee duty day, as set forth in their individual assignments by the School District, to perform duties necessary for the completion of their job.

Section 2. Employee Day Defined

An Employee Day shall be defined as an employee's contracted week divided by five (5).

Section 3. Employee Days Recorded as Hours per Day

Employee days are recorded as hours per day for the purpose of earning and utilizing benefits in this contract.

Section 4. Holidays

Subd. 1. There will be eight paid holidays per year for all employees covered under this contract to coincide with the school calendar as adopted by the Board of Education (Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Presidents Day, Good Friday, and Memorial Day).

Subd. 2. Employees shall not report for work on days in which school is not in session unless otherwise notified.

ARTICLE IV GROUP INSURANCE

Section 1. Definition

Health and Hospitalization Insurance benefits shall be provided for all employees whose permanent assignment requires that they work 25 hours or more per week and 36 weeks or more per year.

Section 3. Duration of Insurance Coverage

An employee is eligible for District contributions provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District participation and contribution shall cease effective on the last paid working day.

Section 4. Life Insurance

The School District shall provide the employee with a \$25,000.00 life insurance policy.

ARTICLE V OTHER PROVISIONS

Section 1. Use of Personal Vehicle

Any employee who is asked to use his/her personal vehicle while on duty for School District shall receive mileage at the current IRS rate.

Section 2. Vehicle Inspections

Should the district require an employee to use his/her vehicle, the district reserves the right to inspect such vehicle before the employee uses it for district business.

Section 3. Emergency Closing

Subd. 1. Employees shall not report for work and except as provided below shall not receive pay on days in which school is not in session because of inclement weather, unless required by the Director of Transportation. Time lost may be rescheduled, as needed, by the Director of Transportation.

Subd. 2. When school is started late or released early, employees shall report for duty at the appropriately adjusted time with no loss in pay.

Subd. 3. Employees shall receive the first emergency closing day with no loss of pay or benefits each year. Subsequent days shall not be paid.

Section 4. Incentive Pay for Good Attendance:

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

Section 5. Paid Holiday for Summer School Contracts

Summer Paid Holiday: Any employee who accepts and is approved by the Board of Education a contract for Van Driving during Summer School hours, will receive compensation for one day of work (Fourth of July) after completing 2/3rds days of your Summer School contract .

ARTICLE VI SEVERANCE PAY

Section 1. After fifteen (15) years of service to the School District the driver is eligible for severance pay upon terminating employment with the District. A driver may collect severance pay only one time upon terminating employment with the District.

Section 2. An employee shall be eligible to receive as severance pay, upon his/her retirement, the amount obtained by multiplying 55% of his/her unused number of sick days, but not to exceed 325 hours, times his/her daily rate of pay at the time of resignation **SALARY AND BENEFITS SCHEDULE**

Salary Schedule A

2021-2022

STEPS	HOURLY
Step 1	\$16.02
Step 2	\$16.74
Step 3	\$17.90

Salary Schedule B

2022-2023

STEPS	HOURLY
Step 1	\$16.02
Step 2	\$16.74
Step 3	\$17.90

Longevity: 10 Years of continuous service in the School District = \$0.35 additional per hour

*Employees will be compensated at a one hour minimum for trips. The Director of Transportation will be solely responsible to schedule trips in a manner that is efficient and cost effective, which may include combining trips to make best use of available staff.

Benefits

Annual District Health Insurance Contributions:

The School District shall contribute a sum of not to exceed \$7,000 for the 2021-2022 school year; and \$7,000 for the 2022-2023 school year toward the premium for individual and family health and hospitalization insurance coverage for each full time employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization insurance plan.

LETTER OF UNDERSTANDING
EMPLOYEES WORKING IN MULTIPLE UNITS

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

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

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

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

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

For: Van Drivers

By: 
Contract Organizer

For: Independent School District No. 51

By: 
Board Chairperson

Dated this 10 day of March, 2022

Dated this 14 day of March 2022

SIGNATURE PAGE

SCHOOL VAN DRIVERS ISD #51



VAN DRIVER



VAN DRIVER



VAN DRIVER

VAN DRIVER

VAN DRIVER

VAN DRIVER

VAN DRIVER

BOARD OF EDUCATION ISD #51



CHAIRMAN OF THE BOARD



CLERK OF THE BOARD

DATE: March 14, 2022