

**BUS TECHNICIAN/DIESEL MECHANICS
CONDITIONS OF EMPLOYMENT**

FOR THE YEAR BEGINNING JULY 1, 2009, THROUGH JUNE 30, 2011

SECTION 3. LEAVES

Subd. 1 – Sick Leave: All employees in the group shall earn sick leave at the rate of one day for each month of service with the District.

Unused sick leave may accumulate to a maximum of 1,424 hours.

Sick leave shall be granted whenever an employee's absence is found to have been due to disease, disorder, or illness of the mind or body of the employee. The proper sick leave forms must be submitted by the employee.

The District may require an employee to furnish a medical certificate from a physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave.

It shall be the responsibility of the employee to notify the District office and/or their immediate supervisor to report sickness prior to the time the employee is scheduled to report to work.

Sick leave may be used for serious illness in the immediate family. Serious illness is defined as an illness whereby a physician's attention is needed. Immediate family to be defined as: spouse, parent, child, parent-in-law, brother, sister, son-in-law, daughter-in-law, stepchild, grandparents, grandchild, brother-in-law, or sister-in-law. The District may require an employee to furnish a medical certificate or other reasonable evidence of such illness for leave under this subdivision.

Subd. 2 – Bereavement: The Superintendent or designee may grant absences with pay for up to three (3) full and consecutive days per bereavement relating to the death of a member of the immediate family. Immediate family for the purposes of this section shall include all those indicated under Subd. 1. If special circumstances arise, the Superintendent or designee may grant the employee additional days of leave, with pay, but deductible from the sick leave accumulation. Action taken by the Superintendent or designee will not be considered precedent setting.

The Superintendent or designee may grant absences to the employees in the group, with pay, for one (1) day per bereavement of an aunt, uncle, niece or nephew. Pay for bereavement leave for either an aunt, uncle, niece or nephew shall be deducted from sick leave.

Subd. 3 – Pallbearer: Employees shall be granted one paid day, per bereavement, to be deducted from sick leave, to participate as a pallbearer (honorary or active) for a funeral. This leave shall be prorated for employees who work less than full time.

Subd. 4 – Vacation: Accumulation of paid vacation days is governed by SBR 200-20-3. You may take vacation any time during the year providing it is first approved by your immediate supervisor and then submitted to the appropriate District administrative officer for final approval.

Accumulated vacation time must be taken within twelve months after the work year in which it was earned.

Proper planning for the use of accumulated vacation time and any loss of such time through non-use will be the liability of the employee.

If you are employed for less than twelve months, you will be considered on a uniform vacation shut down during such time as you are not required to be at your work stations for a duty day.

Subd. 5 – Holidays: Twelve month employee: The following days will be considered a paid holiday and you will not be required to report for work. If school is in session any of these days, an alternative day will be granted.

- | | | |
|-----------------------|---------------------|---------------------------|
| 1. New Year's Eve Day | 5. Independence Day | 8. Day After Thanksgiving |
| 2. New Year's Day | 6. Labor Day | 9. Christmas Eve Day |
| 3. President's Day | 7. Thanksgiving Day | 10. Christmas Day |
| 4. Memorial Day | | |

The following days will be considered a paid holiday only if school is not in session:

- | | |
|-----------------|----------------------------|
| 1. Good Friday* | 2. Martin Luther King Day* |
|-----------------|----------------------------|

The above holidays will be granted only to those employees who are working during the scheduled days preceding and following the holiday.

All employees who are employed on a duty day basis (nine month): shall be entitled to seven (7) paid holidays per year. They are: Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day, New Year's Day, Good Friday and Memorial Day.

Subd. 6 – Medical Leave: If you are unable to perform your employment duties because of medical disability, upon written request and subject to approval of the Superintendent, you may be granted a medical leave of absence without pay not to exceed six months, during the continuance of such medical disability.

A request for medical leave of absence under this section shall be accompanied by a doctor's statement in writing outlining the condition of health and the estimated time at which the employee is expected to be able to resume normal employment responsibilities. A leave with pay shall be granted to you for the purpose of childbearing and/or childrearing on the conditions contained in this subdivision.

You shall be entitled upon request to a leave of absence not to exceed six months duration during the period of pregnancy and six months after the child's birth date when you are unable to perform your employment duties for medical causes. Determination of such inability to perform employment duties shall be made by you and your attending physician. You shall notify the superintendent in writing of your inability to perform your employment duties thirty days prior to the date on which your leave is to begin. You will include with such notice a physician's statement certifying inability to perform your employment duties. You may, if pregnant, continue

in active employment as late into your pregnancy as you desire, provided you are able to perform your employment duties.

You shall notify the Superintendent of your ability to perform your employment duties thirty calendar days prior to the date you intend to return to active employment from leave. At the end of the thirty day period, you shall be assigned the same position which you held at the time the leave commenced, or, if such position is no longer in existence, to a substantially equivalent one, the re-employment rights shall be afforded to you for six months from the date of the initial leave of absence.

Notwithstanding any other provisions thereof, the total medical leave provided for in the Section shall not exceed a period of six months.

All or any portion of leave taken under this section by you during which you have a medical disability may at your option be charged to your available sick leave. This option shall be exercised by you in writing prior to the commencement of the leave. If you elect to use available sick leave, you must notify the district in writing prior to the termination of the leave of the number of days of such leave to be charged to the sick leave provisions of this agreement.

Subd. 7 – Dependent Care Leave: An employee may be granted non-economic dependent care leave, at the sole discretion of the Superintendent or designee, for the purpose of providing home medical care or care to a hospitalized critically ill son, daughter or spouse. Such leave shall not exceed a period of six months. During an approved leave period, should the ill son, daughter or spouse no longer require home medical care, the employee would be required to report back to work.

A written leave request must be submitted and shall include:

- a. A description of the need for leave.
- b. Expected length of time needed for the leave
- c. Physician's statement attesting to the need and level of care required or to be provided.

An employee shall provide the district with sufficient notice of his/her intent to return to work prior to the expiration date of the leave.

Subd. 8. Adoption Leave: An employee adopting a child shall be entitled to a leave of absence, without economic benefit, for a period of up to six months.

The leave may commence at any time as mutually agreed between the superintendent or designee and employee. The employee shall furnish the District a written request for the leave.

Leave under this section shall not be deductible from sick leave accumulation.

SECTION 4. INSURANCE

Subd. 1 – Hospitalization and Medical: After being employed continuously half-time or more for a three month period, the District will pay directly to the insurance company, a portion of the premium, the amount indicated below for group hospitalization, medical and major medical coverage. Should the employee wish to have family coverage for dependents, he/she may do so by written authorization to deduct the additional premium payment from salary and complete the required insurance forms.

Insurance Benefit Proration: Employees shall have all insurance premium contributions allowed by the District, prorated in accordance with the total number of hours they work on a regular daily basis during the course of the employment year. The same prorata amount of the district's contribution shall remain in effect during any uniform vacation shutdown period when the employee is not required to be on duty. The following proration schedule shall be used.

HOURS OF QUALIFICATION	PERCENT PRORATION OF DISTRICT CONTRIBUTION	2009-2011 MONTHLY CONTRIBUTION
Under 4 hours daily	No Contribution	\$ 0.00
4 up to 5.99 hours daily	70	395.00
6 up to 6.99 hours daily	85	480.00
7 to 8.0 hours daily	100	565.00

Subd. 2 – Term Life Insurance: If you qualify by having been employed for at least two consecutive years by the District, the District will pay directly to the insurance company the annual premium for \$40,000 term life insurance [**\$45,000 effective July 1, 2010**] during the period the employee is employed with the District. Employees who have worked in the District for 15 years and who have reached the age of 55 may continue in the group life insurance program if they pay their own premium in full at the District business office prior to the due date. Failure to make premium payments in a timely manner will result in termination of the policy.

SECTION 5. PROBATIONARY PERIOD

An employee under the provisions of this agreement shall serve a probationary period of six (6) months of continuous service in the District during which time the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee.

SECTION 6. COMPENSATION

Subd. 1. Salary will be paid twice a month during the period of employment with payments made on the 15th and last day of the month unless you are on a school term employment period in which instance your last salary payment will be on the last day of school rather than May 31.

Subd. 2. Pay rates for Mechanics will be based on the following hourly rate schedule.

2009-2010	
Level 1	\$18.15 /hour
Level 2	\$18.31 /hour
Level 3	\$18.47 /hour

2010-2011	
Level 1	\$18.30 /hour
Level 2	\$18.46 /hour
Level 3	\$18.62 /hour

To advance to Level 3, mechanics will be required to pass a proficiency test to the satisfaction of the Lead Mechanic and the Coordinator of Transportation.

Subd. 3 – Longevity: Employees who have been continuously employed full time for the number of years specified will receive an additional hourly amount as indicated over their base salary.

<u>Years of Service</u>	<u>2009-2011</u>
5 years continuous employment -	80¢ per hour
10 years continuous employment -	90¢ per hour
15 years continuous employment -	\$1.00 per hour
20 years continuous employment -	\$1.10 per hr.
25 years continuous employment -	\$1.20 per hr.
30 years continuous employment -	\$1.30 per hr.

Subd. 4 – ASE Certification: All full time mechanics who hold an ASE (Automotive Service Excellence) certification will be paid an additional **70¢** per hour for **2009-2010 and 2010-2011** for each day they hold the certification. All expenses related to this license will be paid by the employee including time off of work to acquire the license. License will be monitored by the Coordinator of Transportation.

SECTION 7. MISCELLANEOUS:

Subd. 1 – Effective Date: This contract shall be effective only upon the signatures of the officers of the Board of Education.

Subd. 2 - Tool and Boot Allowance: A tool and boot allowance will be \$700.00 per mechanic for the **2009-2010 and 2010-2011** fiscal years. Receipts for all items must be presented prior to payment by the District.

Subd. 3 - Tool Insurance: The District will provide insurance coverage against the loss of the mechanic's personal hand tools, providing that the tools be kept locked up within the Bus Garage when not in use and that coverage be applicable **only** when the tools are on District property. An exception would be where the tools must be removed from the premises to service a bus or school

vehicle that has broken down away from District property. Losses from mysterious disappearances will not be covered. Coverage will not be in effect while the employee removes the tools to his own property for his own personal use. An inventory of tools will be provided to the District by the employee. The District will not be responsible for any losses incurred that are not subsequently paid by the insurance company.

It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4 - Physicals: All mechanics must pass a bus driver's license examination before beginning employment with the District. The cost for the initial examination and license will be paid by the employee. Physical examinations and license application costs required for license renewal will be paid by the District.

Subd. 5 – Minimum Callback Pay: All employees who have completed their daily shift and have left the premises and are called back to return to work before the beginning of the next daily shift shall be termed as an emergency call-back and shall be paid at the minimum rate of two (2) hours at time and one-half (1 1/2) the employee's basic hourly rate of pay for each such call-back. Call back hours shall not be credited as "hours worked" in the calculation of total work week hours for overtime computation.

SECTION 8. RETIREMENT BENEFITS:

Subd. 1 – Health Insurance – Retirement: Employees who qualify for and receive retirement benefits under the rules and regulations of the Public Employees Retirement Association (PERA) or other appropriate State of Minnesota sponsored retirement fund and participate in the current District sponsored health insurance plan(s) as of the date of retirement and are otherwise eligible to continue coverage under Minn. Stat. §471.61, may elect to remain in the existing health insurance group upon retirement.

The employee will be required to notify the District in writing of this option and pay the full premium in advance installments.

Subd. 2 – Severance – Retirement: An employee who has fifteen (15) or more years of continuous employment with the District and qualifies for and receives retirement benefits under the rules and regulations of the Public Employees Retirement Association (PERA), other appropriate State of Minnesota sponsored retirement fund, or Social Security; or, has twenty (20) years of service to the District shall be entitled to severance pay upon retirement or resignation. Such severance pay shall be equal to the number of full time equivalent eight hour days (accrued sick leave hours divided by 8) of accumulated sick leave times \$50.00 per day as indicated in Article II, Subd. 1(e).

Subd. 3 – Payment: All payments at retirement shall be made on the employee's final regular paycheck.

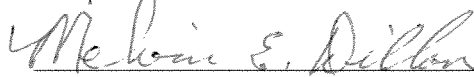
Subd. 4 – 403(b) MATCHING PLAN: Any employee who has successfully completed one (1) year of employment with the district shall be entitled to participate in a 403(b) match plan as approved by the Internal Revenue Code and according to Minnesota Statutes. After the initial election of this option and ratification of amount, such participation shall continue from year to year at the specified amount unless the employee notifies the district by June 1 in the format prescribed by the District. The amount of contributions matched by the district for full time employees is limited to an annual maximum match of \$840.00 **for 2009-2010 and \$1,000 for 2010-2011.**

Under no circumstances will the lifetime match for any one employee exceed \$25,000. Part time employees will have the match amount above prorated.

The amounts contributed by the district as the employer match will reduce benefits payable under Subd. 2 in an amount equal to cumulative employer contributions under Subd. 5.

In witness thereof, the School Board has executed the agreement effective this 31st day of March, 2010.

Independent School District #31



Board Chair



Board Clerk