

IN THE MATTER OF ARBITRATION

GRIEVANCE ARBITRATION

between

Independent School District  
No. 748, Sartell-St. Stephen  
School District

School Bus Driver Pay

-and-

BMS Case No. 12-PA-0139

Service Employees  
International Union,  
Local 284

February 16, 2012

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**APPEARANCES**

**For Independent School District No. 748, Sartell-St. Stephen  
School District**

Thomas G. Jovanovich, Attorney, Rajkowski Hansmeier, St. Cloud,  
Minnesota  
Nicole Hysten, Human Resources Specialist  
Steve Wruck, Director of Business Services

**For Service Employees International Union, Local 284**

Brendan D. Cummins, Attorney, Miller O'Brien Cummins,  
Minneapolis, Minnesota  
Carol Nieters, Executive Director  
Duane Bartels, Sergeant, Minnesota State Patrol  
Lori Tchida, Transportation Specialist and Grievant

**JURISDICTION OF ARBITRATOR**

Article XIV, Grievance Procedure, Section 8, Arbitration  
Procedures, of the 2007-2010 Collective Bargaining Agreement  
(Union Exhibit #1; School District Exhibit #10) between  
Independent School District No. 748, Sartell-St. Stephen School  
District (hereinafter "Employer" or "School District") and

Service Employees International Union, Local No. 284 (hereinafter "Union") provides for an appeal to final and binding arbitration of disputes that are properly processed through the grievance procedure.

The Arbitrator, Richard John Miller, was selected by the Employer and Union (collectively referred to as the "Parties") from a panel submitted by the Minnesota Bureau of Mediation Services. A hearing in the matter convened on December 19, 2011, at 9:30 a.m. in the School Board room at the School District's Administrative Offices, 212 Third Avenue North, Sartell, Minnesota. The hearing was tape recorded with the Arbitrator retaining the tapes for his personal records. The Parties were afforded full and ample opportunity to present evidence and oral and written arguments in support of their respective positions.

The Parties elected to file post hearing briefs with an agreed-upon submission date of no later than January 13, 2012. The post hearing briefs were submitted in accordance with those timelines and received by the Arbitrator by e-mail attachment. The Arbitrator then exchanged the briefs by e-mail attachment on that same day. The Parties also agreed to file reply briefs which were received and exchanged by the Arbitrator on January 27, 2012, after which the record was considered closed.

## ISSUES AS DETERMINED BY THE ARBITRATOR

1. Is the grievance procedurally and substantively arbitrable?
2. If arbitrable, did the School District violate the Collective Bargaining Agreement by paying the Type A-1 micro bus drivers at the Type III Van wage rate while transporting the early childhood/special education children on regular bus routes?
3. If a violation occurred, what is the appropriate remedy?

## STATEMENT OF THE FACTS

The Union is the exclusive representative of a bargaining unit of employees employed by the School District. The bargaining unit consists of custodial/maintenance, including laundry, grounds, and transportation specialists (commonly referred to as "bus drivers"), and food service personnel at the School District. The Parties have been signatories to several Collective Bargaining Agreements ("CBAs" or "Contracts") covering this bargaining unit for 2001-2004, 2004-2007, and current 2007-2010. (School District Exhibits #10, 11; Union Exhibits #1, 16).

Prior to 2004, the School District was paying District bus drivers based on route-based compensation. The Union's Executive Director, Carol Nieters, and the School District's Director of Business Services, Steve Wruck, participated in collective bargaining negotiations for a successor agreement to the 2001-2004 CBA during the summer of 2005. It was the goal of the

Parties during negotiations to convert from route-based compensation to hourly wages because the FLSA requires the bus drivers be paid on an hourly basis. During the negotiations for the 2004-2007 Contract, the Parties agreed that the bus drivers would be paid an hourly wage based on the type of route they drove. Four pay classifications were agreed upon by the Parties as follows:

1. Regular Routes;
2. Kindergarten Routes;
3. Type III Vans; and
4. Co-curricular and field trips.

The "Regular Routes" were at 100% of regular pay, Kindergarten Routes were at 105% of regular pay, Type III Vans for the early childhood/special education children were at 90% of regular pay, and co-curricular and field trips were at an hourly rate of the person driving the vehicle. (School District #11). The Parties agreed to maintain a lower wage rate for Type III Vans after converting to hourly wages because these vehicles did not require a school bus endorsement. (Union Exhibits #12-14).

In 2006, the School District purchased two Type A-1 micro school buses. The Type A-1 micro school buses seat 14 passengers. They are outwardly equipped and identified as school buses with yellow color and the words "school bus" emblazoned on them. (Union Exhibits #18-19).

The reason for purchasing the two Type A-1 micro school buses was three-fold. First, one of the buses was to be used for transporting students on activity trips with 14 or less students. Drivers using the Type A-1 micro school bus for activity trips would be paid at the co-curricular and field trip rate, which was an established hourly basis. Second, the other Type A-1 micro school bus was to replace routes served by the Type III Van which transported early childhood/special education children. Finally, the School District had to replace one of the Type III Vans because it was being taken out of service due to its age pursuant to law.

A Type III Van seats a maximum of 10 passengers. (Union Exhibits #22, 26). By state law a Type III Van cannot be outwardly equipped and identified as a school bus. (Union Exhibits #22, 25). Accordingly, the Type III Van is not outwardly equipped and identified as school buses. (Union Exhibits #20-21).

A Type III Van does not require a school bus endorsement. The Type A-1 micro school bus requires a school bus endorsement for regular routes to pick up and drop off school children at home. In fact, a Type III Van is the only School District vehicle that does not require a school bus endorsement. The Bus Routes list for the 2011-2012 school year does not contain a

Type III Van, even though it does include a Type A-1 micro school bus. (School District Exhibit #5).

The Type A-1 micro bus was placed in service during October, 2006, for the early childhood/special education children route. Mr. Wruck unilaterally determined that the pay classification for the Type A-1 micro school bus on this route would continue to be paid at the Type III Van classification rate. He made this wage determination on a number of factors. First, the Type A-1 micro school bus was being used to replace the Type III Vans on the early childhood/special education children route. When the Type A-1 micro school bus was placed in service, bus driver David Murtley transferred from the Type III Van to the Type A-1 micro school bus and drove the same route. Accordingly, his pay stayed the same rate since he was driving the same route. Second, during September of 2006, Mr. Wruck contacted Sergeant Duane Bartel from the Minnesota State Patrol to discuss the licensing and use of the Type A-1 micro school bus. The licensing of the Type A-1 micro school bus was significantly different than the licensing for larger Type D school buses which were paid at the 100% pay rate. The Type A-1 micro school bus, when used for transporting students to and from school, required a Class C license with only a school bus endorsement. The larger buses transporting the K-12 students required a higher Class B license

with three endorsements: school bus endorsement, passenger endorsement, and air brake testing endorsement. (School District Exhibits #7-9). Third, the Type A-1 micro school buses were structurally different than the larger Type D school buses. The School District has 21 Type D school buses. There are 18 school buses which carry 84 students, two school buses carrying 54 students, and one school bus carrying 36 students. All the Type D school buses require the three endorsements: school bus endorsement, passenger endorsement, and air brake testing endorsement.

It is important to note that the School District did not have any Type A-1 micro school buses at the time the 2004-2007 Contract was negotiated or implemented. As such, no wage rate could be assigned to the Type A-1 micro school buses since the School District had no such buses.

In July, 2008 the Parties entered into the current Contract, effective July 1, 2007 through June 30, 2010, and thereafter or until modifications are made pursuant to PELRA. The Type A-1 micro school buses had been purchased and driven for nearly two years at the time the 2007-2010 contract was negotiated and was entered into on July 1, 2008. Also, during that time, the bus driver of the Type A-1 micro school bus received the Type III Van rate pay as that is the vehicle and route it had replaced. The

Union made no attempt to discuss the classification of the new Type A-1 micro school bus during negotiations. The issue was never brought to the bargaining table. Thus, the 2007-2010 Contract, which is the subject of this arbitration, contains the same four classifications of pay rates for bus drivers in Appendix "A" of the Contract (Regular Routes - 100% of regular pay, Kindergarten Routes - 105% of regular pay, Type III Vans for the early childhood/special education children - 90% of regular pay, and co-curricular and field trips - established hourly rate). (School District Exhibit #10; Union Exhibit #1).

For the 2010-2011 school year, Lori Tchida was assigned to drive a Type A-1 micro school bus for the first time as a result of a bidding process in which she was not awarded her first choice. (School District Exhibits #2, 12). Previously, she had driven full-sized Class D school buses and so-called "short buses" which carry about 40 passengers. (School District Exhibits #5, 6). Ms. Tchida noticed that she had a reduced pay rate for 2010-2011 and became concerned, particularly when she discovered that she was being paid the Type III Van wage rate even though she was driving a school bus, not a van. She spoke with her supervisor, who stated that she was being paid properly and it was not his job to dispute the issue with her. She then attempted to investigate the issue on the internet and eventually

spoke with a friend who worked in law enforcement. Her friend confirmed her suspicion that the Type A-1 micro school bus was not the same vehicle as a Type III Van. She then complained to the Union which filed a grievance dated April 14, 2011, on behalf of three bargaining unit members who are bus drivers. (Union Exhibit #2).

The grievance alleges that "Lori Tchida, David Murtley and Lynn There are paid at the wrong wage rate (Type III Vans). Vehicle driven qualifies as a school bus (about 14 passengers) requiring the driver to hold a school bus endorsement and therefore employees should be paid at regular bus driver rates." (Union Exhibit #2). As a remedy, the grievance requests that the School District: "Cease and desist from the violation, pay the above-named drivers and any other affected drivers at the bus driver rate, and make whole all affected employees in every respect." Id.

The grievance was denied by the School District at each step of the contractual grievance procedure. This ultimately resulted in the Union filing for arbitration on August 22, 2011. (Union Exhibits #3-9).

#### **UNION POSITION**

The grievance is both procedurally and substantively arbitrable. The subject matter of the grievance is contained

within the CBA. This allows the Arbitrator the contractual right to decide the merits of the case.

The School District has paid bus drivers operating Type A-1 micro school buses at the lower wage scale for Type III Vans in violation of the plain language of Appendix "A" of the CBA. Appendix "A" establishes a separate pay scale for drivers of "Type III Vans" from the rate paid to bus drivers assigned to "Regular Routes." Here, it is undisputed that Ms. Tchida and other affected employees were driving Type A-1 micro school buses on "Regular Routes", not driving Type III Vans. Accordingly, the affected employees were entitled to be paid the bus driver rate for "Regular Routes", and the lower Type III Van rate plainly does not apply.

The School District's asserted past practice of underpaying Type A-1 micro bus drivers as Type III Van drivers does not nullify the applicable Contract language in Appendix "A" which requires that they be paid the school bus driver scale for "Regular Routes."

The Union respectfully requests that the Arbitrator reject the School District's invitation to modify the plain language of the Contract, find that the District violated Article VI and Appendix A of the Contract by paying school bus drivers who drove "Regular Routes" in Type A-1 micro school buses at the lower pay

rate for "Type III Vans," order the District to pay Type A-1 micro school bus drivers the rates for "Regular Routes" rather than the lower Type III Van rates, and award make whole relief to all affected employees including back pay and benefits to the present.

The Union also respectfully requests that the Arbitrator keep jurisdiction of this matter for 90 days for implementation of any remedy that may be awarded.

#### **SCHOOL DISTRICT POSITION**

The grievance is both procedurally and substantively non-arbitrable which precludes the Arbitrator from ruling on the merits of this dispute.

The placement of Type A-1 micro school bus drivers on the pay schedule is not a matter for arbitration. Instead, it is a matter for negotiations. Absent any Contract language setting forth the pay rate for the Type A-1 micro school buses, the School District has the authority to assign a pay rate for this type of bus.

The Arbitrator does not have subject matter jurisdiction over the issues raised by the Union in the grievance since a grievance may only be brought with respect to the "interpretation or application of terms and conditions of employment insofar as such matters are contained in the agreement." In this case, the

pay rate for the Type A-1 micro school bus drivers is not a part of the CBA.

The Union membership knew of the differing pay rates for the different types of school buses at the time the current CBA was bargained for but failed to negotiate any different pay classification or rate. It was therefore the clear intent of the Parties that these school bus drivers remain classified at the Type III Van rate based on the Parties' past practice.

The School District respectfully requests that the grievance be denied.

#### **ANALYSIS OF THE EVIDENCE**

The School District alleges that the grievance is not procedurally or substantively arbitrable.

In raising an objection to arbitrability, the challenging party bears the burden of proof. "It is fundamental that the burden to establish a lack of [jurisdiction] is most often placed upon the party raising the issue; i.e., since a grievance dismissal, not based upon the merits, is generally viewed in disfavor." Summit County Engineering and American Federation of State Employees, Local No. 1032, 93-1 CCH Lab. Arb. ¶ 3142 (1992); Missouri Valley, Inc. and International Brotherhood of Boilermakers, Local 531, 82 LA 1018 (1984); Weil-McClain and International Molders Union, Local 316, 81 LA 941, 942 (1983).

Thus, in this case the burden is on the Employer to prove that the grievance is not arbitrable. If arbitrable, however, the burden of proof then shifts to the Union who must prove that the School District violated the CBA by paying the Type A-1 micro bus drivers at the Type III Van wage rate while transporting the early childhood/special education children on regular bus routes. Since the question of arbitrability is intertwined with the facts surrounding the merits of the case, both will be addressed by the Arbitrator.

Arbitration is a matter of contract and a party cannot be required to submit to arbitration any dispute of which it has not agreed to submit. Steelworkers v. Warrior Gulf & Navigation Co., 363 U.S. 574, 582 (1960). This principle recognizes the fact that arbitrators derive their authority to resolve disputes only because the parties have agreed in advance to submit such grievances to arbitration. Gateway Coal Co. v. Mine Workers, 414 U.S. 368 (1974). Therefore, in determining whether a dispute is arbitrable or not, the arbitrator must review the specific language of the parties' collective bargaining agreement. City of Duluth v. AFSCME Council 96, Local 66, 1999 WL232708 (Minn. App. 1999); County of Hennepin v. Law Enforcement Labor Services, Inc., Local #19, 527 N.W.2d 821, 824 (Minn. 1995) (citing Ramsey County v. AFSCME Local 8, 309 N.W.2d 785, 789-90 (Minn. 1981);

Independent School District No. 279 v. Winkelman Building Corp.,  
530 N.W.2d 583, 586 (Minn. App. 1995) (quoting Michael-Curry Co.  
v. Knutson Shareholders Liquidation Trust, 449 N.W.2d 139, 141  
(Minn. 1989).

Article XIV, Grievance Procedure, Section 1, Grievance  
Definition, of the 2007-2010 CBA defines a grievance as follows:

A "grievance" shall mean an allegation by the 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 the agreement.

Article VI, Rates of Pay, Section 1, Rates of Pay, provides  
that "[t]he wages and salaries in Appendix "A", attached hereto,  
shall be part of this Agreement." Appendix "A" of the Contract  
provides that school bus drivers who drive "Regular Routes" shall  
receive 100% of regular pay, Kindergarten Routes - 105% of  
regular pay, Type III Vans for the early childhood/special  
education children - 90% of regular pay, and co-curricular and  
field trips - established hourly rate.

The Employer claims that the Contract language in Article  
VI, Section 1 and Appendix "A" fails to set forth any rate of pay  
for school bus drivers of the Type A-1 micro buses. According to  
the School District, based on the plain language of the CBA, the  
Arbitrator does not have substantive jurisdiction as the issue  
presented proposes changes to the classification of the rate of

pay for bus drivers which are "terms and conditions of employment" not contained in the CBA.

Further, the Contract language in Article XIV, Section 8, Arbitration Procedures, Subd. 8, Jurisdiction, reads as follows:

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to the matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering an issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

The definition of terms and conditions of employment is "the hours of employment, the compensation therefore..., and the employer's personnel policies affecting the working conditions of the employees." (Union Exhibit #1; School District Exhibit #10, Article III, Definitions, Section 1, Terms and Conditions of Employment). The Employer avers that the Union has not contested the fact that the pay rate for the Type A-1 micro bus drivers is a "term and condition of employment", nor can they

based on the plain definition which includes "compensation therefore". Thus, the School District argues that since the CBA does not state what the pay rate is for a Type A-1 micro school bus, the Arbitrator's jurisdiction does not extend to proposed changes in "terms and conditions of employment" which is an issue for negotiations between the Parties.

The School District's arbitrability arguments are premised on the allegation that the CBA is silent as to the wage rate for Type A-1 micro school bus drivers. To the contrary, Appendix "A" is not silent on this subject matter. School District Business Manager Wruck admitted in his testimony at the hearing that the Type A-1 micro school bus is used to drive "Regular Routes" which are routes driven to pick up and drop off school children at home.

The School District argues that "Regular Routes" as used in Appendix "A" means something different than the "Regular Routes" as defined by Mr. Wruck at the hearing. The School District now claims that "Regular Routes", as defined by Mr. Wruck, encompasses all three routes listed in Appendix "A", including the "Kindergarten Route" which pays more than "Regular Routes" and the "Type III Van Route." The School District avers that since there are three different pay classifications for school bus drivers on "Regular Routes", which are transporting children

to and from schools, the Parties' intended wage classification is based on the routes driven and the children being transported as well as the type and size of the bus.

The School District's arguments are without merit. It is undisputed that Type A-1 micro school buses are used for "Regular Routes" while transporting early childhood/special education children. It is also undisputed that Type A-1 micro school buses are indeed school buses and not Type III Vans. Appendix "A" contains a single bus driver pay scale for all "Regular Routes", regardless of whether the school bus is a full-size school bus (Class D), a 40-passenger short school bus, or other type of school bus.

To accept the School District's arguments would be tantamount to the Arbitrator changing or adding language to the Contract (which is prohibited by the CBA) by placing an exclusion that "Regular Routes" mean full-size school bus (Class D), a 40-passenger short school bus, or other type of school bus, except for Type A-1 micro school buses. This exclusion does not appear anywhere in the Contract, including Appendix "A". The Contract simply states "Regular Routes" which would encompass all routes including Type A-1 micro school buses, regardless of what kind of school bus they use - whether a Class D school bus, short school bus, or other kind of school bus. Therefore, bus drivers driving

Type A-1 micro school buses are entitled to the standard rate of pay for "Regular Routes." Not only does the Contract address the issue of bus driver wage rates, it is clear and unambiguous on this subject matter. There is no "silence" in Appendix "A" as to bus driver wage rates as alleged by the School District. The evidence has clearly established that the grievance is substantively arbitrable.

Arbitrators are bound to follow the plain language of a collective bargaining agreement. When interpreting contract language, arbitrators have long held that parties to an agreement are charged with full knowledge of its provisions and of the significance of its language. McCabe-Powers Body Co., 76 LA 457, 461 (1981). If the language of an agreement is clear and unequivocal, an arbitrator shall not give it meaning other than that expressed. National Linen Service, 95 LA 829, 834 (1990); Potlatch Corp., 95 LA 737, 742-743 (1990); Metro Transit Authority, 94 LA 349, 352 (1990). Accordingly, clear and unambiguous contract language must be enforced, even if the results are contrary to the expectations of one of the parties, as it represents, at the very least, what the parties should have understood to be the obligations and the benefits arising out of the agreement. Heublein Wines, 93 LA 400, 406-407 (1988); Texas Utility Generating Division, 92 LA 1308, 1312 (1989).

The clear and unambiguous Contract language of Appendix "A" establishes the wage rates for "Bus Drivers" who are driving "Regular Routes." It is undisputed that Ms. Tchida and other affected employees are "Bus Drivers" who drive Type A-1 micro school buses on "Regular Routes" picking up and dropping off school children at home. Accordingly, Ms. Tchida and other affected employees assigned to drive the Type A-1 micro school buses are entitled to be paid the contractual wage rates for driving "Regular Routes."

The bargaining history supports the clear and unambiguous Contract language in Appendix "A." When the Parties agreed to hourly rates of pay for bus drivers in lieu of route-based compensation in contract negotiations in 2005, they agreed that the wage should be reduced by 10% for driving that does not require a school bus endorsement. The collective bargaining documents clearly reflect this understanding. (Union Exhibits #12-15). The Parties memorialized this understanding in Appendix "A" by providing for a 10% lower rate for Type III Vans which do not require a school bus endorsement. The Type III Van is the only School District vehicle that does not require a school bus endorsement.

Unlike Type III Vans, Type A-1 micro school buses require a school bus endorsement when used on "Regular Routes" to pick up

and drop off students at home. The undisputed bargaining history establishes that the Type A-1 micro school buses should not be subject to the lower rate of pay for Type III Vans that was only intended for vehicles that do not require a school bus endorsement. Thus, whether this Contract language was negotiated at a time when the Type A-1 micro school buses were not yet purchased by the School District is irrelevant, and has no bearing on the outcome of the instant grievance.

The School District argues that the Arbitrator should disregard the Contract language in Appendix "A" and recognize a "past practice" of paying Type A-1 micro bus drivers the wage rate for Type III Vans because the District has paid them the Type III Van wage rate since late in 2006. However, past practice does not nullify clear and unambiguous contract language even if the practice has occurred for many years. U.S. Suzuki Corp., 68 LA 845 (1977); Caribe Breaker Co., 63 LA 261 (1974).

Further, a well-founded principle in arbitration is that a party's failure to complain, file a grievance or protest past violations of clear and unambiguous contract language does not bar that party, after notice to the violator, from insisting upon compliance with the clear and unambiguous requirement in future cases. Anaconda Aluminum Company, 48 LA 219 (1967); Cornish Wire Company, 45 LA 271 (1965); Hughes Aircraft Company, 43 LA 1248

(1965); Courier-Citizen Company, 42 LA 269 (1964). As such, the School District's asserted past practice of paying Type A-1 micro school bus drivers the same wage rate as Type III Van school bus drivers does not nullify the applicable Contract language in Appendix "A" which requires that Type A-1 micro school bus drivers be paid the school bus driver scale for "Regular Routes."

The School District alleges that the grievance is not procedurally arbitrable as it was untimely filed in accordance with the timelines established in the CBA.

Article XIV, Grievance Procedure, Section 4, Time Limitation and Waiver, of the CBA requires that employees must file a grievance "...within ten (10) days after the date the event giving rise to the grievance occurred." This Contract provision further provides that "[f]ailure to file any grievance within such period shall be deemed a waiver thereof." The Contract also provides in Article XIV, Section 8, Subd. 8 that the jurisdiction of the Arbitrator only extends to matters which have been submitted to arbitration in compliance with the terms of the grievance procedure outlined in the Contract.

The Employer alleges that each driver of the Type A-1 micro school bus "knew or should have known" of the pay rate for the driving this school bus when they received their initial paycheck

evidencing the pay rate they were receiving per hour. It is clear, however, that the Union was not aware of what wage rate was being paid to Type A-1 micro bus drivers until the issue was brought to the attention of Union Executive Director Nieters, by Ms. Tchida, at which time the Union filed the instant grievance on April 14, 2011.

In any event, contract violations are "continuing violations" in that the violation occurs on an on-going basis. Accordingly, continuing violations of an agreement (as opposed to a single isolated and completed transaction) give rise to continuing grievances from day to day, with each day treated as a new "occurrence." When this occurs, arbitrators declare that the contractual timeline in which to file a grievance has been satisfied, although any back pay would usually occur only from the date of the filing of a grievance. Elkouri and Elkouri, How Arbitration Works, 6th Ed., pp. 218-219.

The continuing violation doctrine clearly applies in this case because each day the School District underpays the school bus drivers driving the Type A-1 micro school buses constitutes a new violation of Appendix "A". Thus, the Contract violation is ongoing and repeated on a daily basis such that the grievance was timely when filed on April 14, 2011. The Arbitrator, however, agrees with the School District that if a continuing violation

finding is sustained, then the arbitrator must limit any back pay award to the date the grievance was filed and must be limited only to the time Ms. Tchida and any other affected employees were employed driving "Regular Routes" on the Type A-1 micro school buses.

**AWARD**

Based upon the foregoing and the entire record, the grievance is sustained. The School District shall pay Type A-1 micro school bus drivers the wage rates for "Regular Routes" appearing in Appendix "A" of the Contract rather than the lower Type III Van wage rates effective from April 14, 2011, the date of the filing of the instant grievance in this case.

The Arbitrator shall retain jurisdiction in this matter for ninety (90) calendar days from February 16, 2012, the issuance date of his decision.



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Richard John Miller

Dated February 16, 2012, at Maple Grove, Minnesota.