



**BROOKLYN CENTER INDEPENDENT SCHOOL DISTRICT NO.
286**

PAY AND BENEFITS

For

BUS DRIVERS

2019-2021

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ARTICLE I PURPOSE

To establish the pay and benefits specific to non-bargained personnel employed as bus drivers. This document shall not constitute nor be construed as a promise of continued employment between BCCS and any of its employees.

ARTICLE II DUTY DAY

Section 1: **Minimum Hours Guarantee:** The District has a five (5) hour guarantee per day for drivers working both morning and afternoon routes. Drivers scheduled for am and pm routes will have a two and a half (2.5) hour guarantee for each route. Drivers working only am or only pm routes have a two and a half (2.5) hour guarantee.

Guarantees for routes other than regular to and from school routes:

- a. Charters (field trips and athletic events): 2 (two) hour minimum
- b. Activity Routes (After school programming): 2 (two) hour minimum
- c. Call in Assignments and Midday Route Assignments: 2 (two) hour minimum

Section 2: **Other Duties:** The District retains the right to assign the driver to other **transportation department** or related duties when not driving.

Section 3: **Overlapping minimums:** If a driver has routes that run consecutively, the driver will be paid for actual time, providing the greatest minimum guarantee has already been satisfied.

Section 4: **Overtime:** Overtime will not be earned as a result of minimum hour guarantees. Overtime will only be paid based on actual hours worked.

Section 5: **Custodial Bus Drivers:** Custodians with appropriate licensure to operate a school bus and who are assigned to drive a school bus will work the required eight hour regular custodial shift in addition to their bus driving assignment. Time spent driving bus will receive overtime compensation provided the custodian meets the overtime eligibility requirements outlined in the custodian contract.

Section 6: **Assigned Schedules:** Additional assignments will be posted following the district's communicated procedures. Activity routes, charters, or any other routes that are not selected may be assigned to the least senior driver. If there is an overtime impact, it will be assigned to the next driver with the least overtime impact.

ARTICLE III RATES OF PAY

Effective August 15, 2019 through August 15, 2021, employees shall be compensated in accordance with the following wage schedules:

	Bus Driver	
	2019-2020	2020-2021
Step 1	\$ 19.25	\$ 20.16
Step 2	\$ 20.25	\$ 20.86
Step 3	\$ 21.25	\$ 21.89
Step 4	\$ 22.25	\$ 22.92
Step 5	\$ 23.25	\$ 23.95

The bus rider/ driver will be paid at a rate \$1.00/ hr less than the driver.

The standby driver/ driver trainer will be paid an additional \$1.00/ hour.

ARTICLE IV INSURANCE

Employees who work 25 hours or more per week are eligible to join the Board approved group medical and dental insurance. The District shall contribute \$550 each month toward single insurance or \$850 toward family insurance. An employee working multiple jobs within the district will be offered benefits established for the position where a majority of the employee's hours are spent.

ARTICLE V WAGE SCHEDULE ADVANCEMENT

Section 1. **Step Advancement:** Eligible employees hired prior to February 1 shall advance one step on the base monthly wage schedule as of August 16. Employees hired after February 1 may advance one step on the base monthly wage schedule as of August 16 following twelve (12) months of continuous employment.

Section 2. **Withholding of Increment:** The District reserves the right to withhold annual increments for employees for neglect of duty, persistent violations of laws, rules, regulations, or directives, inefficiency and other good and sufficient grounds which impair the employee's proper functioning in his/her position. The withholding of increment is subject to a complete evaluation process. In the event that an annual increment will be withheld, the employee will be so notified in writing of the deficiency. If an increment is withheld, the supervisor must work with the employee to create a work improvement plan. Employees will advance to the next step upon receiving a successful evaluation (summative score of meeting expectations or higher) resulting in one step advancement or appropriate compensation.

ARTICLE VI HOLIDAYS

Thanksgiving Day
 Friday after Thanksgiving
 Christmas Day
 New Years Day
 Martin Luther King Jr. Day
 Memorial Day

The holiday pay will be based on the bus driver's average daily hours, not less than 5 hours per day.

One floating holiday per year to be taken at a time pre-approved by the employee's Supervisor on a non-student contact day.

ARTICLE VII RETIREMENT BENEFITS

For all employees who qualify under current statutes meeting minimum wage requirement, the District and the employee will contribute to the Public Employees Retirement Association (PERA) fund according to current statute rates.

ARTICLE VIII RETIREMENT TRUST

The purpose of the trust (hereafter called the plan) is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been made available at retirement, for investment during the course of employment with the District. The plan will require participation by the employee coupled with a matching contribution from the District. Such plan shall be conducted under the rules of I.R.C. 403(b).

Section 1: **Amount of Match**

Years of Continuous Employment	District Matching Contribution
0 - 5 years	\$0 Match
6 - 10 years	\$450 Match
11 - 15 years	\$550 Match
16 - 20 years	\$700 Match
21 - 25 years	\$900 Match
26+	\$1,000 Match

Section 2: **Maximum for District Contributions:** the maximums for district contributions shall be \$1,000 annually with a lifetime maximum of \$15,000.

Section 3: **Contribution Effective Date:** The District contribution will begin when the employee initiates an eligible investment program. Enrollment is not automatic.

Section 4: **Employee Contribution Maximums:** An employee may elect to contribute to the matching fund plan more than the District match. The plan only defines the limits of the District's participation in the selected program.

Section 5: **Implementation of the Plan:** Deductions or options of tax sheltered annuity-matching plans, as provided by this section, shall be implemented only upon the receipt of proper written notification.

ARTICLE IX LEAVES

Section 1: **Sick Leave Eligibility:** To be eligible for sick leave an employee must be scheduled to a normal work year of nine (9) months or more, a normal work week of twenty-five (25) hours or more. Sick leave shall accrue at a rate of one day per month. Sick leave hours accrue based on the bus driver's average daily hours, not less than 5 hour per day. Sick leave is accumulated, but may not be used during the first 90 days of employment.

Section 2: **Sick Leave Maximum:** Earned sick leave, which is unused, may be accumulated to a maximum of ninety (90) days of sick leave.

Section 3: **Medical Certification:** The School Board reserves the right to request an employee to provide medical evidence of illness or injury. Failure to provide such evidence shall result in the loss of sick leave for the period of absence. The School District will require verification from a physician for illness in excess of three (3) days and may request for absences less than three (3) days.

Section 4: **Personal Leaves:** Employees who are eligible may be granted up to two (2) work days per year for personal reasons. Personal leave must be pre-approved. The personal leave time will be deducted from accrued sick leave.

Section 5: **Family Illness:** Employees may use accrued sick leave to attend to or care for a member. The absence will be deducted from accrued sick leave.

Definition of Immediate family: employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Section 6: **Jury Duty:** Route drivers required to appear for jury duty or subpoenaed as a witness by a court of law for a case in which the route driver is not a defendant or a

plaintiff during the school year, will be paid the difference between the route drivers daily basic income and jury duty or witness fees, excluding mileage and expenses.

Section 7: Pregnancy-Related Disability Leave and Child Care Leave

In conformance with the Minnesota Human Rights Act and the Pregnancy Discrimination Act disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be treated the same as disabilities caused or contributed to by other medical conditions.

1. Any employee who is unable to perform their normal duties and responsibilities due to disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions is eligible to use sick leave.
2. Up to twenty-five (25) days of sick leave may be used for adoption purposes (such as preparation, legal requirements, necessary travel, and initial adjustment).

Section 8: Bereavement:

Bus drivers may be absent a maximum of five (5) duty days per school year to make arrangements for and/or attend the funeral in the employee's immediate family.

Immediate family shall be defined as the employee's spouse/domestic partner, mother, father, grandparent, son, daughter, grandchild, sister, brother, legal guardian, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, employee's niece, nephew, aunt, uncle, or a person for whom the employee is a legal guardian.

Employees requesting bereavement leave shall notify their supervisor a 24 hours in advance when possible and at least one hour prior to the start of the shift. Employees who fail to give such notice shall be subject to a full salary deduction for the period of absence.

Section 9: Injury on Duty (Workers' Compensation)

Upon the request of an employee who is absent from work as a result of a compensable injury as covered under the provisions of the Worker's Compensation Act, the Board will pay the difference between the compensation received by the employee pursuant to the Worker's Compensation Act and the employee's daily income to the extent of the employee's accumulated sick or vacation leave. Employees must fill out the appropriate leave forms to request this pay.

A deduction shall be made from the employee's accumulated sick leave according to the pro-rata portion of days of sick leave, which are used to supplement Worker's Compensation benefits. Such payment shall be paid by the Board to the employee only during the period of disability.

Employees not electing to supplement Worker's Compensation benefits by a sick leave deduction shall receive only the Worker's Compensation benefit and shall not be deducted sick leave for the period of absence.

In no event shall the additional compensation paid to the employee, due to a sick leave deduction, result in the payment of total daily, weekly or monthly compensation that exceeds the normal income of the employee.

Workers compensation claims shall be reported to the employee's supervisor within 24 hours in order to comply with insurance carrier and school district policies. Final authority for claims shall be governed by Minnesota Statute.

Section 10: Military Leave

Military leave shall be granted in accordance with applicable laws.

Section 11: Unpaid Leave

Employees may request an unpaid leave of absence for reasons that are personally necessary to the employee. The disposition of such requests shall be at the discretion of the School Board.

1. Employees failing to return to work at the expiration of an unpaid leave of absence granted by the School Board, shall be considered to have resigned, unless the leave has been extended by the School Board or because of extenuating circumstances.
2. In the event an employee has exhausted earned sick leave, the Superintendent, upon written request, shall approve an unpaid leave of absence for a period, which will allow the School Board to consider the unpaid leave request.
3. Employees may continue their group insurance during an unpaid leave however no contribution towards premium will be made by the District. Employees failing to make payment when required will be terminated from the group plan(s). Upon return to employment and meeting eligibility requirements contributions by the District, as defined by this Agreement, will commence.

Section 12: **Family Medical Leave Act**

The District will administer the Federal FMLA (Family Medical Leave Act) and all applicable state laws. FMLA will run concurrently with other leaves as applicable.

ARTICLE X LIFE INSURANCE

100% district paid with a maximum benefit of \$20,000. Optional life insurance, in addition to the district provided policy may be purchased at the employee's own expense.

ARTICLE XI LONG TERM DISABILITY

The district shall contribute to a maximum of the District LTD policy on behalf of eligible and enrolled route drivers scheduled for an average of 25 hours per week. This plan will provide monthly income up to 66 2/3% of pre-disability pay if you are disabled more than 90 days. LTD benefit pay will be based on average hours worked.

ARTICLE XII SEPARATION FROM EMPLOYMENT

Employees shall be considered separated from employment based on the following actions:

1. Resignation. Employees resigning from employment shall give written notice fourteen calendar days prior to the effective day of resignation.
2. Discharge.
3. Failure to report for Work. Employees who fail to report for work without notice to their supervisor for 3 consecutive normal work days may be considered by the District to have resigned, except in extenuating circumstances.
4. Termination during the probationary period.
5. Layoff. Employees shall be given fourteen (14) calendar days written notice of layoff.

Re-employment: Employees re-employed following separation from employment shall be considered a new employee.

ARTICLE XIII PHYSICAL EXAMS

Physical exams as required for CDL license should be conducted following the school district's communicated procedures. Exams that are not completed at the district's established clinic will be reimbursed by the school district up to \$100.00.