

MASTER AGREEMENT

2012-2013 and 2013-2014

BETWEEN

BERRIEN SPRINGS PUBLIC SCHOOLS  
THE BOARD OF EDUCATION

AND

THE BUS DRIVERS' ASSOCIATION

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This agreement entered into this 23<sup>rd</sup> day of August, 2012, by and between the Board of Education of the Berrien Springs Public Schools, Berrien County, Michigan, hereinafter called the Board, and the Berrien Springs Bus Drivers' Association, hereinafter called the Association.

Witnesseth:

Whereas: The Board has a statutory obligation pursuant to "The Public Employment Relations Act: Act 379 of the Michigan Public Acts of 1965" to bargain with the Association as the representative of its bus driver personnel with respect to wages, hours and conditions of employment, and

Whereas: The parties have reached certain understandings which they desire to confirm in this agreement.

IT IS HEREBY AGREED AS FOLLOWS-----

#### Article I - Recognition

- 1.1 The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all regular, special education and any permanent substitute bus (swing) drivers excluding relief and non-regular drivers, supervisory personnel, executives and all other personnel employed by the school district.
- 1.2 The Association agrees that except as specifically provided by the terms and provisions of this agreement, employees shall not be permitted to engage in Association activity on the employer's time.
  - A. The Association will have the right to elect or designate employees who shall serve as officers for the bargaining unit, wherein those officers shall be permitted to confer with the bargaining unit employees with respect to official association business but not on the employer's time.
- 1.3 Non-discrimination: The Board will not discriminate against any employee with respect to hours, wages or any term or condition of employment by reason of membership in the Association.
- 1.4 The Association and its members may use the school facilities at reasonable times and hours for meetings as long as it does not interfere with job responsibilities and operations and when such buildings are available.
- 1.5 The Board shall furnish a copy of this Agreement to each employee in the bargaining unit and ten (ten) additional copies to the Association for new employees entering the system.

#### Article 2 - School System Management

The School Code of 1976 provides for the classification, organization, regulation and maintenance of schools and school district to prescribe their rights, powers, duties and privileges and to provide for registration of school districts and their powers and duties with respect thereto. The Berrien Springs Public Schools provides that the management and all rights which are ordinarily vested in and have been exercised by the Board of Education excepting only those which are clearly and expressly relinquished by the Board shall continue to be vested exclusively in and be exercised by the Berrien Springs Board of Education. Such rights shall include but are not limited to the following:

- 2.1 Manage and control the schools business, the equipment and the operation and to direct the working force and affairs of the employer.

- 2.2 Continue its rights and past practices of assignments and direction of work to its personnel.
- 2.3 The right to direct the working forces including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, and determine the size of the work force and to lay-off employees.
- 2.4 Determine the supplies and equipment necessary to continue its operations and to determine the methods, schedule and standards of operations, the means and the processes of carrying on the work, including automation thereof, and changes therein, the institution of new and/or improved methods of changes therein.
- 2.5 Employees are required to conform with reasonable rules, regulations and directives adopted by the Board of its representatives not in conflict with this Agreement.
- 2.6 Determine the qualifications of employees.
- 2.7 Determine the number and locations or relocations of its facilities including the establishment or relocation of new schools, departments, divisions or subdivisions, buildings or other facilities.
- 2.8 Determine the placement of operations, production services, maintenance or distribution or work, and the sources of materials and supplies.
- 2.9 Determine the financial policies, including all accounting procedures, regarding Board actions.
- 2.10 Determine the amount of the management organization, its function, authority, amount of supervision and the table of organization.
- 2.11 Determine the polices affecting the selection, testing or training of employees.

The employer shall not abridge any rights of the employees, as provided for in Board Policies or by the laws of the State of Michigan. Methods used in the determination of the foregoing statements shall be based upon lawful criteria. The above criteria are not subject to any grievance.

### Article 3 - Working Conditions

- 3.1 Reasonable steps are to be taken to assist/relieve the driver of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations.
- 3.2 Drivers may use physical force, as per Board Policy #5630, with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator, or other student from attack, physical abuse or injury or to prevent damage to district property.
- 3.3 Drivers will be responsible to their immediate supervisor. In the event the supervisor is unavailable, a driver is responsible to the individual designated by the supervisor. In the absence of a supervisor or designee, the drivers shall not be held responsible for the administration or supervision of the building.
- 3.4 The Board will pay up to \$60.00 every three years towards the purchase of a coat/jacket for all regular and swing drivers who have completed one year of employment with the District.

The coats/jackets will be forest green with the logo determined by the District. The fabric design of the coat/jacket will be agreed upon by both the drivers and administration. Characteristics of the coat/jacket may only be changed upon approval of both the drivers and administration.



#### Article 4 - Employee Evaluation

- 4.1 Each employee is entitled to know his immediate supervisor's opinion of his employment performance. Therefore, it shall be required that at least one written evaluation be prepared annually for each employee. Specific and general summaries will contain the supervisor's opinion concerning the overall effectiveness of that employee. Such evaluations will be based on the sum total of the supervisor's observations and will include areas of strength and weakness and provide suggestions for improvement.
- 4.2 The supervisor will meet with each employee and discuss the evaluation summary. In the event the employee feels his evaluation is incomplete or unjust, he may state his objections in writing before signing the summary. At his request, the employee will then be re-evaluated within ten days.
- 4.3 An employee may at any time, at his request, have placed in his file any written statement of his own composition related to his performance or the discharge of his duties.
- 4.4 Written evaluation should be given to a probationary driver at the end of his/her 90 day probationary period.

#### Article 5 - Leave of Absence

- 5.1 As long as substitutes are available, an employee may be granted a leave of absence for personal reasons without pay and shall maintain but not accrue seniority, provided he obtains advance written permission from the employer. Applications for such leave must be in writing on the form provided by the employer. Leaves of absence will not be given for the purpose of enabling the employee to work for another employer or to engage in any form of self-employment and any employee who obtains a leave of absence by misrepresenting the purposes thereof shall be discharged.
- 5.2 The Board acknowledges that circumstances of emergency arise from time to time necessitating the absence of an employee. The Board shall make every effort to continue its past practice of providing for absence with pay, as approved by the Superintendent, and as per the "Emergency Leave" procedure.
- 5.3 A driver may be allowed up to three (3) days with pay in the event of death in the immediate family. Funeral attendance is a requirement for the eligibility of this benefit.

Immediate family is defined as: spouse, parent, child, grandparents, grandchild, grandparents-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughters-in-law, sons-in-law, brothers, sisters. This time may be extended with the approval of the Superintendent.

- 5.4 The Board shall grant to any employee, on request, a leave of absence for the purpose of child birth. Salary shall not be paid during the leave periods. Fringe benefits shall cease unless the employee elects to continue the insurance coverage at her own expense. The employee shall be allowed sick leave pay to the limit of days accumulated upon entering the hospital and continuing either until the amount accumulated is exhausted or the employee, in the opinion of her physician, is able to resume her employment duties. Sick leave provisions of this agreement will be coordinated with Board Policy #4330.01 and accompanying provisions regarding the *Family and Medical Leave Act of 1993*.
- 5.5 Failure to apply for maternity leave as herein above specified, shall result in termination of employment when the employee can no longer perform the duties.
- 5.6 Failure to return from a maternity leave on the date specified in said leave, shall be conclusively deemed as a resignation unless granted approval by the Board.

- 5.7 Seniority shall not be lost while on layoff, on unpaid personal illness leave, and/or unpaid personal leave.

#### Article 6 - Sick Leave

- 6.1 Employees absent from duty due to personal illness shall be allowed one day per month, cumulative to 90 days with pay.
- 6.1.1 Each employee who has an accumulation of ninety days, on June 30 of any given year, and does not use the full allotment earned the following year will be paid \$25 per unused day earned that year. Payment will be made on the first payday during the following month of December. Accumulated sick leave days may be utilized for the following purposes:
- Illness of the employee.
  - Illness of children and spouse.
  - Emergency Leave - Emergency leave is defined and restricted to conducting activities which cannot be scheduled outside of working hours. Such days shall not be permitted, by way of illustration, for recreational pursuits or seeking other employment.
- 6.2 It is understood that sick leave applies only to the illness of the employee and to the members of the immediate family (spouse, children). Employees shall be allowed one full day per occurrence for illness of members of the immediate family.
- 6.3 All sick leave days must be approved by the Supervisor of Transportation.

#### Article 7 - Jury Duty

In the event a driver receives notification of jury duty and is not permitted to defer that obligation until summer, the school will reimburse the driver the difference, if any, between the amount paid by the court and the normal wages a driver would accrue for either a half day or a whole day, whichever the driver serves.

#### Article 8 - Seniority

- 8.1 Seniority shall begin from the day the employee is hired as a regular driver or swing driver. Each employee shall receive written notification as to the date he or she has become a regular driver for seniority purposes, at the end of the 90 day probationary period.
- 8.2 The Transportation Supervisor shall publish a current seniority list by October 1, of each year. Drivers shall have ninety (90) calendar days in which to challenge the accuracy of the seniority list. At the conclusion of the ninety day period, the list shall stand as adjusted.
- 8.3 Retired drivers may return to a full time position but shall not accrue seniority.

#### Article 9 - Lay-off/Recall

- 9.1 When, as a result of economic necessity or a change in program, it becomes necessary to lay-off bus drivers, length of service (seniority) shall govern. Seniority shall also govern the order of recall of drivers.
- 9.2 It is agreed, that in order of seniority, drivers may volunteer to take a lay-off when economic necessity or changes in program dictates. Seniority shall govern the recall of drivers.

## Article 10 - Extra Scheduled Trips (Field Trips)

The Transportation Supervisor shall, in the scheduling of extra trips, observe the following:

- A. A listing of regular bus drivers in order of seniority shall be maintained for extra trips. Trip assignments will be rotated based upon the least number of hours charged to a driver. (No overtime allowed except as necessary and approved by the supervisor.)
- B. Refused trips are charged to the driver's total. (A double charge for a returned field trip within 24 hours of the trip.) Field trips returned the same day of issue may not be subject to charge if returned for a legitimate reason as determined at the sole discretion of the supervisor.
- C. Regular drivers are asked to take extra trips before a substitute driver is employed for such a trip (unless it involves overtime for the regular driver. The overtime must be approved by the supervisor.)
- D. This procedure shall be observed from the first day of school through the last day of school of each school year.
- E. If an extra trip is scheduled during the time when a driver is on a normally schedule run, the driver will be paid for the time of the extra trip.
- F. Drivers taking field trips will be remunerated at their regular rate of pay. Calculation of hours/wages will be based upon the departure time and the time the last person disembarks the bus at the completion of the trip. Drivers are expected to be at the school in a timely manner, prepared to depart at the "start time" reflected on the log sheet. In the event a trip consists of all driving time, with no down-time or lay-over time, they will be entitled (upon the approval of the supervisor) to pre-trip time and post-trip duty pay for cleaning and servicing the bus.
- G. A minimum of four (4) hours will be paid for a Saturday and/or Sunday field trip.
- H. A drop off/pick-up field trip that is not adjoined to a regular route will be paid a minimum of two hours each way. A field trip adjoined to a regular route will be paid a minimum of one hour.

## Article 11 - Continuity of Operations

- 11.1 Both parties recognize the desirability of continuous and uninterrupted operations of the school system. The Association accordingly agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any strike as defined by Section I of the Public Employment Act.
- 11.2 Nothing in this article shall require the Board to keep schools open in the event of snow days/severe inclement weather or when otherwise prevented by an act of God. Drivers shall be reimbursed at their regular rate of pay for their regular scheduled hours.

## Article 12 - Wages and Hours

- 12.1 The normal work day for bus driver employees shall consist of 2 to 8 hours (as per schedule) and the normal work week shall consist of 10 - 40 hours. Nothing contained herein, however, shall be construed to constitute a guaranteed 2 - 8 hours of work or pay per day or 10 - 40 hours of work or pay per week.
  - 12.1.1 Time and one-half shall be paid for all hours worked over forty (40) hours in one week. Paid holidays and vacation days shall not count as hours worked.



- 12.2 In certain circumstances, bus driver employees may have their work week adjusted to include Saturday and Sunday due to the scheduling of certain school functions.
- 12.3 Each driver shall be paid thirty (30) minutes per day for pre-trip inspection, cleaning, and servicing their unit. (Each driver shall be paid fifteen (15) minutes per day for shared time, special education, short routes or any route that experiences layover or downtime) Cleaning and servicing shall include, but not limited to: checking all gauges, electronic equipment, safety equipment, keeping outside and inside of bus clean, including windows and fueling the vehicle.
- 12.4 If upon inspection by the supervisor, it is apparent that the interior of the bus has not been cleaned, clean-up time may be deducted for that week if included on time card. Repeat offenses may lead to further disciplinary action, as per provisions of Board Policy #4139.
- 12.5 Kindergarten route drivers shall receive fifteen (15) minutes per day for pre-trip inspection if the route and pre-trip take more than an hour and only if approved by the supervisor.
- 12.6 Bus drivers shall be paid two (2) hours if they are called and report to work prior to a field trip being canceled without a one hour notice.
- 12.7 Drivers shall be paid (a total of) two (2) hours for preparing map and student bus lists (per fiscal year, except as requested and approved by the supervisor.)
- 12.8 All driver school training fees shall be paid by the District as follows:
- 12.8.1 A physical examination.
- 12.8.2 New employees shall be paid \$10.00 per hour for performing classroom work to a maximum of twenty-four (24) hours. This training amount shall be paid to the employee after satisfactorily completing three (3) months on the job. The Supervisor shall submit, to the business office, the amount due to the employee.
- 12.8.3 A driver shall be paid regular driver's rate per hour for training required by the District. Any regular driver that is a trainer, shall be paid driver's rate for training new drivers.
- 12.8.4 A road test.
- 12.8.5 CDL training fees.
- 12.8.6 New bus driver school training fees.
- 12.8.7 Temporary licensing fees.
- 12.9 Drivers shall be paid \$10.00 per hour for performing ancillary duties (parts run, office work, cleaning, etc.) As requested by the Supervisor. If it is necessary to use a bus for a purpose other than a route or trip, the driver will receive his/her regular hourly rate of pay. If a chase vehicle is used, the driver of said vehicle will be paid at his/her regular hourly rate of pay.
- 12.10 Drivers employed in the summer months shall be paid their regular last school rate as per Schedule "C." Summer months shall include the Monday following the close of school and the Friday prior to the beginning of the new school year.

#### Article 13 - Posting and Bidding Positions

- 13.1 All positions in transportation will be posted for the purpose of personnel bidding.



- 13.2 Temporary positions will include expected duration of positions.
- 13.3 Transportation personnel may be employed outside of their primary position if said position does not conflict with their job in transportation. Such employment may not be substituted for any part of the employee's transportation position. (The field trip hours may be restricted by a 40 hour work week.)
- 13.4 Each year prior to school beginning, all positions/routes will be open for bidding. Excluded from this bidding is the position of dispatcher. Bidding process and job assignments will be completed no later than the annual staff orientation.
- 13.5 In the event a route is eliminated for any reason, that driver may bump any driver with less seniority. Any driver who is bumped may bump a less senior driver.
- 13.6 If a new route becomes available during the year, it shall be posted for five (5) working days. Bidding on an available route shall begin with the most senior driver who has expressed, in writing, to be considered for the available route.
- 13.6.1 Once a route has been created and bid on, it may not be put up for bid again until the next school year. If a route is determined to require more or less time to complete than originally bid on and the supervisor adjusts the route accordingly, the route driver must continue to drive the route after the adjustments are made. The driver will be paid for the time worked after the route adjustment has been made. Should route adjustments be made that reduce a driver's time worked by more than 25%, the driver will be assigned other work and will be paid at the rate she/he received for route driving. Route adjustment will not be grounds for rebidding. Adjustment of route times is at the sole discretion of the supervisor. Should a route be eliminated, Article 13.5 of the contract will be followed.
- 13.7 All changes (bumping) as a result of route eliminations (13.5) or availability (13.6) will be made at the bidding meeting.
- 13.8 The duration of subbing on a regular scheduled route will not exceed 30 calendar days. At the end of the 30 day period, the position shall be put up for bid unless an extension of 30 calendar days is mutually agreed to by Administration and the Bus Drivers' Association.
- 13.9 All routes not filled via the bidding process shall be assigned to the least senior available driver.

#### Article 14 - Grievance Procedure

Any driver, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may pursue a grievance. Steps within the framework of the chain of command must be followed:

- Step 1 Oral conversation between grieved party and Transportation Supervision, within five (5) working days of the alleged infraction.
- Step 2 The complaint will be formalized in writing and presented to the Transportation Supervisor. The Supervisor will present a written response within five (5) working days.
- Step 3 The Business Manager will review the written grievance and response. A grievance meeting will occur within five (5) working days, where the Business Manager will be responsible for rendering a decision.
- Step 4 The Business Manager will forward the grievance and all responses to the Superintendent. Within (5) working days the Superintendent will conduct a meeting. The Superintendent will either issue a verbal ruling on the grievance at the

conclusion of the session, backed by written response within five (5) working days, or have up to seven (7) working days to submit a written ruling, if he or she deems further investigation is necessary.

Step 5 The Superintendent shall submit the original grievance and all written responses and documentation to the Board of Education if the employee wishes to appeal the final determination of the Superintendent. After a hearing has been granted, the Board shall render a decision in writing to all parties within thirty (30) calendar days.


Article 15 - Term of Agreement

- 15.1 This agreement, when signed by both parties, shall be effective the first day of July 1, 2012, and continue in effect until June 30, 2014, without change unless changes are approved by both parties.
- 15.2 Matters of common concern may be subject to negotiations at any time during the period of this agreement upon mutual agreement of both parties.
- 15.3 If, during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement with any provision shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party thereto, the Board and the Association shall enter into collective bargaining for the purpose of the negotiating of a mutually satisfactory replacement for such provisions. The Board of Education shall be held harmless in any dispute.
- 15.4 Employees shall be required to keep the employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his or her last address on record with the employer shall constitute a notice to the employee of the contents of such communication.
- 15.5 In witness whereof, the parties hereto executed this agreement on this 23<sup>rd</sup> day of August, 2012.

FOR THE BERRIEN SPRINGS BUS DRIVERS'  
ASSOCIATION

  
\_\_\_\_\_  
President

FOR THE BOARD OF EDUCATION

  
\_\_\_\_\_  
Superintendent

## SCHEDULE A

### HOLIDAYS

Drivers shall be eligible for pay on the following:

1. Friday prior to Labor Day
2. Labor Day
3. ½ day (Wednesday) before Thanksgiving (Pay only if school is in session)
4. Thanksgiving Day
5. The Friday following Thanksgiving
6. Good Friday (only if school is not in session and as #3 below. If the Master Calendar has this day schedule as a student day of instruction, then the drivers are to work).
7. Memorial Day
8. President's Day or Martin Luther King Day when scheduled by District

Holiday pay is applicable only where the following conditions are met:

1. The last scheduled workday preceding the holiday and the first scheduled workday following the holiday is worked, (unless approved by the supervisor.)
2. The employer may require work on holidays. If so, the employee shall be paid at his/her regular rate for those hours. This shall be paid in addition to the holiday for which that employee qualifies.
3. Where any holiday falls during school recess periods, there is no holiday pay.

SCHEDULE B

FRINGE BENEFITS:

Only Transportation Association members who as of November 20, 2008 are eligible for the current insurance benefits will be grandfathered under the previous language in the 2007-08 Master Agreement.

Those members who are eligible to participate in the health insurance benefits and choose not to enroll shall receive cash-in-lieu of insurance of \$5,000 per year under the Section 125 Cash Option Plan.

The District will pay \$200 per month toward health insurance should an Association member choose to purchase insurance.

SCHEDULE C

HOURLY RATE SCALES

The District retains the right to assign employees to the following steps and rates:

2.0% Increase 2012-13  
2.0% Increase 2013-14

	Sub Rate	Probation - Year 2	Year 3 & Above
2012-13	\$14.22	\$14.22	\$16.40
2013-14	\$14.50	\$14.50	\$16.73

Association members will receive a \$100 signing bonus for the 2012-13 year.

LONGEVITY SCHEDULE

The employee is to make a request for payment, on their anniversary date, to the Business Office.)

STEP

10-15 Years	\$400
16-20 Years	\$650
21 Years & Over	\$900

Perfect Attendance Bonus – A full year driver who achieves perfect attendance (no absences for any reason) will receive two days pay in recognition for their outstanding attendance record.