

MASTER AGREEMENT

2020-21 through 2023-24

BETWEEN

**BERRIEN SPRINGS PUBLIC SCHOOLS
THE BOARD OF EDUCATION**

AND

THE TRANSPORTATION ASSOCIATION

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This agreement entered into this 22nd day of October, 2020, by and between the Board of Education of the Berrien Springs Public Schools, Berrien County, Michigan, hereinafter called the Board, and the Berrien Springs Transportation 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 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 daily-route bus and special education drivers, along with all swing drivers; excluding call-in substitute drivers, the Dispatcher/Secretary, monitors, mechanics, supervisory, 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.
 - 1.2.1 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 (10) 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 The right to direct the working force including the right to determine the size of the workforce by hiring, and/or laying-off employees and the right to transfer, promote, suspend and discharge employees; and to assign work or extra duties to employees.
- 2.3 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.
- 2.4 Employees are required to conform to reasonable rules, regulations and directives adopted by the Board of its representatives not in conflict with this Agreement.
- 2.5 Determine the qualifications of employees.
- 2.6 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.
- 2.7 Determine the placement of operations, production services, maintenance or distribution or work, and the sources of materials and supplies.
- 2.8 Determine the financial policies, including all accounting procedures, regarding Board actions.
- 2.9 Determine the amount of the management organization, its function, authority, amount of supervision and the table of organization.
- 2.10 Determine the policies affecting the selection, testing or training of employees.
- 2.11 Staff are expected to dress business casual for all meetings; but does not include Transportation Staff meetings.
- 2.12 Management has the right to schedule a monthly meeting, outside of normal work hours; employees will be paid a minimum of an hour at their hourly rate for attending. A schedule of the said meetings for the school year will be given to the staff in advance.

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 reasonable 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 \$75.00 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.

- 3.5 The Board will pay for an annual clothing allowance. Employees will receive \$75 per year and all new employees will receive a \$100 allowance for the first year only. The clothing choices will be supplied by administration and the orders will be placed by central office. It is mandatory that these clothing items be worn while working.

Article 4 - Employee Evaluation

- 4.1 Each employee is entitled to know his/her immediate supervisor's opinion of his/her 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/her evaluation is incomplete or unjust, he/she may state his/her objections in writing before signing the summary. At his/her request, the employee will then be re-evaluated within ten days.
- 4.3 An employee may at any time, at his/her request, have placed in his/her file any written statement of his/her own composition related to his/her performance or the discharge of his/her 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/she 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 Personal Leave – personal 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. Use of personal leave shall be limited to two (2) days per year and will be deducted from the employee's sick day bank.
- 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*.

5.4.1 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.

5.4.2 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 shall earn one day per month in which they work eleven days or more, on average nine days per year, cumulative to 90 days with pay. These days will be added to each members sick bank at the start of the school year.

6.1.1 Accumulated sick leave days may be utilized for leave approved under Michigan PMLA law as well as the following purposes:

- Illness of the employee.
- Illness of a member of the immediate family
- Personal Leave

6.2 All sick leave days must be approved by the Supervisor of Transportation.

6.3 Doctor's note is required when employee returns to work after three (3) or more consecutive days of illness.

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 Trips

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

- 10.1 A file of drivers wanting to drive extra trips in order of seniority shall be maintained. Assignment of extra trips will be rotated based upon the least number of hours charged to a driver. (Overtime will only be allowed if approved by the supervisor)
- 10.2 Refused trips are charged to the driver's total. Drivers will only be charged the estimated time of the assigned trip. If an assigned trip is returned within 24 hours of the trip, the driver will be charged double the estimated trip time. Extra 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.
- 10.3 Call-in substitute will not be assigned an extra trip unless all regular-route and swing drivers are unavailable.
- 10.4 This procedure shall be observed from July 1st – June 30th each year, excluding summer school routes and trips.
- 10.5 If an extra trip is assigned during the time when a driver is on an assigned route/shuttle, the driver will not be "charged" for the bid time of that route/shuttle.
- 10.6 Drivers taking extra trips will be remunerated at their regular rate of pay. Drivers are expected to be at the school to begin boarding at the "start time" reflected on the trip sheet. Therefore, calculation of hours/wages will begin 15 minutes prior to the 'start time' reflected on the sheet when it is necessary for the driver to complete a pre-trip inspection of the bus. If a pre-trip inspection is not necessary, calculation of hours/wages will begin at the 'start time' indicated on the sheet. At the completion of the trip, drivers are expected to clean and refuel the bus; and will be allotted up to 15 minutes to do so after the last person disembarks. In the event that it takes longer than 15 minutes to clean and refuel after the trip is complete, the driver must get approval from the transportation supervisor for additional time.
- 10.7 If a non-school day trip is cancelled less than twelve (12) hours prior to the scheduled trip, drivers will receive four (4) hours of pay. If a school day trip is cancelled less than twelve (12) hours prior to the scheduled trip, drivers will receive two (2) hours of pay. Snow days will be considered school days, since drivers are paid for the time off of work.
- 10.8 Extra trips will pay a minimum of two (2) hours. Drop off/pick-up trips that are not adjoined to a regular route will be paid a minimum of two (2) hours each way; and if it is adjoined to a regular route, it will be paid a minimum of one (1) hour each way.
- 10.9 When drivers take an overnight trip they will be paid until they reach the hotel/destination for the day and their pay will begin again upon departure from the hotel/destination the next day.
- 10.10 In the event a van is requested / decided upon in the place of a school bus on an assigned trip, the assigned driver will receive four (4) hours of pay.

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.

Article 12 - Wages and Hours

- 12.1 The normal work day for drivers shall consist of 2 to 8 hours (as per schedule) and the normal work week shall consist of 10 - 40 hours. Routes/Shuttles that are bid on in August at the bid meeting will not be paid less than the posted hours of work, regardless of route/shuttle changes throughout the year. Transportation supervisor has the ability to add duties, if necessary, during this previously scheduled time.
 - 12.1.1 Time and one-half shall be paid for all hours worked over forty (40) hours in one week. Paid holidays and sick days shall not count as hours worked.
- 12.2 Each driver shall be paid fifteen (15) minutes per route/shuttle for completing thorough pre-trip and post-trip inspections, including but not limited to cleaning and fueling the vehicle. A route/shuttle is concluded when the vehicle is parked on Berrien Springs Public Schools property and not put back into operation for a period of two (2) hours.
- 12.3 If upon inspection by the supervisor that pre-trip inspections are not being completed, the interior of the vehicle has not been cleaned, or the vehicle has not been fueled, the Supervisor will address the issue with the driver. Repeat offenses may lead to further disciplinary action, as per provisions of Board Policy #4139.
- 12.4 Drivers shall be paid their hourly rate for time preparing/updating route sheets and seating assignments lists as necessary and requested by the supervisor.
- 12.5 Drivers will be paid their hourly rate for all training required by the District. Drivers will also be paid while completing their CDL test, D.O.T. physical and any required drug and alcohol testing. Drivers will be allowed to use a school vehicle to attend the above required appointments or training. If a school vehicle is not available, drivers may submit a reimbursement form for their mileage. Staff will not be paid for travel time.
 - 12.5.1 Drivers who do not complete a full year of service with the district shall be required to reimburse the District for the CDL test costs, physical, license expense and sign-on bonus if applicable.
- 12.6 From time to time, buses/vans are required to be shuttled to locations off-site for a number of reasons. Drivers willing to take part in this activity, shall be offered the opportunity to do so on a rotational basis.
- 12.7 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.
- 12.8 Regular route drivers will be responsible for the thorough cleaning of their bus during the week prior to the first student day of school. The driver may secure the service of another driver to clean the bus if they so choose. Once the supervisor or designee approves the cleaning of the bus the appropriate employee will receive \$75.00 for work performed.

Article 13 - Posting and Bidding Positions

- 13.1 All routes and shuttles will be posted with anticipated time schedules for the purpose of bidding prior to the annual bid meeting.
- 13.2 Temporary routes/shuttles will include expected duration of route or shuttle.
- 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 extra trip hours may be restricted by a 40 hour work week.)
- 13.4 Each year prior to school beginning, all shuttles/routes will be open for bidding. The bid meeting and job assignments will be completed no later than the annual staff orientation; and will consist of two meetings, one for the bus drivers and one for the special education drivers.
- 13.5 In the event a route is eliminated for any reason, the driver of the eliminated route will be paid for no less than the eliminated route time for their new assigned route.
- 13.6 If a route/shuttle becomes available during the year, it will be offered to regular drivers who can accommodate the new route/shuttle with their existing route/shuttle. These will be offered by seniority. If there are no interested drivers, it will be filled by a swing driver until the conclusion of the school year.
 - 13.6.1 The duration of subbing on a regular scheduled route will end at the conclusion of a school year. At the end of the school year, the position shall be put up for bid along with all other routes.
- 13.7 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:

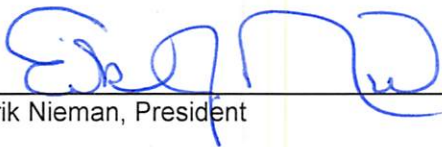
- Step 1 Oral conversation between grieved party and Transportation Supervision, within five (5) working days of the alleged infraction.
- Step 2 The complaint will be formalized in writing and presented to the Transportation Supervisor. The Supervisor will present a written response within five (5) working days.
- Step 3 The Human Resource Manager will review the written grievance and response. A grievance meeting will occur within five (5) working days, where the Human Resource Manager will be responsible for rendering a decision.
- Step 4 The Human Resource 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 July 1, 2020, and continue in effect until June 30, 2024, 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 22 day of October, 2020.

FOR THE BERRIEN SPRINGS TRANSPORTATION ASSOCIATION



Erik Nieman, President

FOR THE BOARD OF EDUCATION



David Eichberg, 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 Drivers will receive holiday pay for normal scheduled hours if school is not in session. If school is in session, drivers will be paid to work and receive a half day of holiday pay for Good Friday.
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 \$350 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% Increase 2020-21
\$2% Increase 2022-23

\$2% Increase 2021-22
\$2% Increase 2023-24

HOURLY RATE SCALES – Bus Drivers

	Probation - Year 2	Year 3 & Above
2020-21	\$16.66	\$19.22
2021-22	\$16.99	\$19.60
2022-23	\$17.33	\$19.99
2023-24	\$17.68	\$20.39

HOURLY RATE SCALES – Van Drivers

	Probation - Year 2	Year 3 & Above
2020-21	\$15.77	\$16.89
2021-22	\$16.09	\$17.23
2022-23	\$16.41	\$17.57
2023-24	\$16.74	\$17.92

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 \$500 in recognition for their outstanding attendance record.

In addition to the above attendance bonus, bus and van drivers will receive an extra \$1 an hour as an attendance bonus.

- Staff must have perfect attendance for each two week period
- No exceptions for an absence will be granted
- Eligible staff can still earn the \$500 annual attendance bonus
- This will not apply to Call-In Drivers
- This will not apply to hours worked for extra trips or anything outside of the regular daily route
- This pay will not apply to holidays or snow days