

6/30/95

MASTER AGREEMENT

1994 - 1996

BETWEEN

THE BOARD OF EDUCATION
AND
THE BUS DRIVERS' ASSOCIATION

Berrien Springs Public Schools

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - SCHOOL SYSTEM MANAGEMENT	1
ARTICLE 3 - EMPLOYEE EVALUATION	3
ARTICLE 4 - LEAVE OF ABSENCE	3
ARTICLE 5 - SICK LEAVE	4
ARTICLE 6 - JURY DUTY	4
ARTICLE 7 - SENIORITY	5
ARTICLE 8 - LAY-OFF/RECALL	5
ARTICLE 9 - EXTRA SCHEDULE TRIPS	5
ARTICLE 10 - CONTINUITY OF OPERATIONS	6
ARTICLE 11 - WAGES AND HOURS	6
ARTICLE 12 - POSTING AND BIDDING POSITIONS	7
ARTICLE 13 - TERMS OF AGREEMENT	8
SCHEDULE A - HOLIDAYS	10
SCHEDULE B - BENEFITS	11
SCHEDULE C - HOURLY RATE SCALES	13

This agreement entered into this 1st day of September 1994, 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 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.

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, as a fourth class school district, 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 To adopt reasonable rules and regulations.
- 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 - Employee Evaluation

- 3.1 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; provide suggestions for improvement.
- 3.2 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.
- 3.3 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.
- 3.4 Written evaluation should be given to a probationary driver at the end of his/her 90 day probationary period.

Article 4 - Leave of Absence

- 4.1 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.
- 4.2 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.
- 4.3 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, mother, father, grandmother, grandfather, mother-in-law, father-in-law, children, brother, sister, brother-in-law or sister-in-law.

- 4.4 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 #4152.6 and accompanying provisions regarding the *Family and Medical Leave Act of 1993*.
- 4.5 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.
- 4.6 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.

Article 5 - Sick Leave

- 5.1 Employees absent from duty due to personal illness shall be allowed one day per month, cumulative to 90 days with pay.
- 5.2 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.
- 5.3 All sick leave days must be approved by the Supervisor of Transportation.

Article 6 - 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 7 - Seniority

- 7.1 Seniority shall begin from the day the employee is hired as a regular driver or permanent substitute. Each employee shall receive written notification as to the date he or she has become a regular driver for seniority purposes.
- 7.2 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.

Article 8 - Lay-off/Recall

- 8.1 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.
- 8.2 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 9 - Extra Scheduled 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.
- B. Refused trips are charged to the driver's total.
- C. Regular drivers are asked to take extra trips before a substitute driver is employed for such a trip.
- 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.

Article 10 - Continuity of Operations

- 10.1 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.
- 10.2 Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God or a labor dispute with employees outside of this bargaining unit.

Article 11 - Wages and Hours

- 11.1 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.
- 11.2 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.
- 11.3 Each driver shall be paid thirty (30) minutes per day for pre-trip inspection, cleaning, and servicing their unit. Cleaning and servicing shall include, but not be limited to: checking all gauges, electronic equipment, safety equipment, cleaning windows and fueling the vehicle.
- 11.4 When weather and bus wash facilities permit, buses should be scrubbed weekly. Drivers will be compensated for thirty (30) minutes per week at their driving rate of pay for this activity.
- 11.5 If upon inspection by the supervisor, it is apparent that the interior of the bus has not been cleaned, the thirty (30) minute 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 #4310.
- 11.6 Kindergarten route drivers shall received thirty (30) minutes per week for vehicle clean-up time when required to regularly drive a vehicle other than the one used on their other route.
- 11.7 Bus drivers shall be paid one (1) hour if they are called and report to work prior to a trip or route being canceled.

- 11.8 Drivers shall be paid two (2) hours for preparing map and student bus lists.
- 11.9 All driver school training fees shall be paid by the District as follows:
 - 11.9.1 A physical examination.
 - 11.9.2 New employees shall be paid \$7.00 per hour for 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.
 - 11.9.3 A driver shall be paid \$7.00 per hour for training required by the District.
 - 11.9.4 A road test.
 - 11.9.5 CDL training fees.
 - 11.9.6 New bus driver school training fees.
 - 11.9.7 Temporary licensing fees.
- 11.10 Drivers shall be paid \$6.50 per hours 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.
- 11.11 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 12 - Posting and Bidding Positions

- 12.1 All positions in transportation will be posted for the purpose of personnel bidding.
- 12.2 Temporary positions will include expected duration of positions.
- 12.3 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.

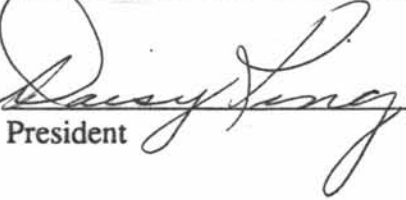
- 12.4 Each year prior to school beginning, all positions/routes will be open for bidding. Excluded from this bidding are the positions of dispatcher and permanent substitute driver. Bidding process and job assignments will be completed no later than the annual staff orientation.
- 12.5 In the event 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.
- 12.6 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.
- 12.7 All changes (bumping) as a result of route eliminations (12.5) or availability (12.6) will be made at the bidding meeting.

Article 13 - Term of Agreement

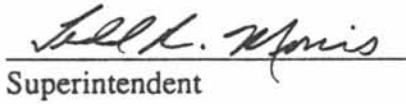
- 13.1 This agreement, when signed by both parties, shall be effective the first day of July, 1994, and continue in effect until June 30, 1995, without change unless changes are approved by both parties.
- 13.2 Matters of common concern may be subject to negotiations at any time during the period of this agreement upon mutual agreement of both parties.
- 13.3 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.
- 13.4 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.

13.5 In witness whereof, the parties hereto executed this agreement on this 1st
day of September 1994.

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. Thanksgiving Day
4. The Friday following Thanksgiving
5. 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).
5. Memorial Day
6. Great American's Day or Martin Luther King Day

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.
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:

Employees that work nine (9) or more months and thirty (30) or more hours per week shall be eligible for the following benefits: (The determination of this hourly eligibility for transportation employees shall be made using each employee's scheduled work hours each school year. Transportation employees shall not lose this eligibility during the school year because of an adjustment in work schedule, unless the adjustment was made at the employee's request).

Employees not qualified in the first paragraph, but who have scheduled time of fifteen (15) hours per week and less than thirty (30) hours per week and work at least nine (9) months per year, will receive \$100 per month toward health insurance should they choose to carry insurance. Retired personnel filling scheduled position are not eligible for this contribution.

1. HEALTH INSURANCE

The District shall retain the right to select the insurance carrier, cost of coverage and the specifications of the coverage provided.

The District shall provide health insurance, for qualified employees, per the following classifications and costs to the district: (the % are of the July 1 premium rates of the fiscal year).

	<u>Employee Only</u>	<u>Employee & Spouse or Child</u>	<u>Full Family</u>
94-95	95%	95%	95%

Any additional cost or coverage must be paid for by the employee (93-94 5% of the July 1 fiscal year premium). This additional cost shall be made through monthly payroll deductions.

Any employee - that has access to, is covered under or is a part of a household that has access to health insurance - shall submit that policy to the Business Office at the beginning of the school year. A comparison between the two policies shall be made. The policy that is inferior shall be excluded as the "policy of choice" for coverage.

Those employees that are ineligible for health insurance (but qualify under the nine month and 30 hour stipulation) shall receive an annuity of \$900 per year. This annuity fund shall be selected by the District.

Any employee that becomes ineligible for health insurance coverage during the extent of this agreement and fails to notify the business office in writing, shall be held liable to the District for premiums paid during this time of dual coverage or ineligibility.

2. DENTAL INSURANCE

The District shall provide individual and full-family coverage to qualified employees (nine month/30 hours) at a cost not to exceed \$255 per year per employee. This insurance is available to both health and annuity qualifiers. If the cost exceeds the above amount, the employee shall pay the difference to the District, in a lump-sum in July of every succeeding fiscal year, or cancel the coverage.

3. VISION INSURANCE

The District shall provide individual and full-family coverage to qualified employees (nine month/30 hours) at a cost not to exceed \$75.00 per year per employee. This insurance is available to both health and annuity qualifiers. If the cost exceeds the above amount, the employee shall pay the difference to the District, in a lump-sum in July of every succeeding fiscal year, or cancel the coverage.

4. LIFE INSURANCE

The District shall provide to each qualified employee a policy of coverage as follows:

Employees with Health Insurance	\$ 7,500
Employees with an Annuity	\$ 12,500

Only the qualifying employee shall have this benefit; not members of the family.

5. LONG-TERM DISABILITY INSURANCE

The District shall provide this coverage at no cost to the qualified employee.

SCHEDULE C

HOURLY RATE SCALES

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

<u>STEPS</u>	<u>94-95</u>	<u>95-96</u>
Sub-Rate	\$8.70	\$8.88
Probation-Year 2	9.06	9.25
Year 3 & above	10.47	10.69