Agreement

Between the

St. Joseph Public Schools

And the

Non-Teaching Employees Association

2021-22
2022-23
2023-24

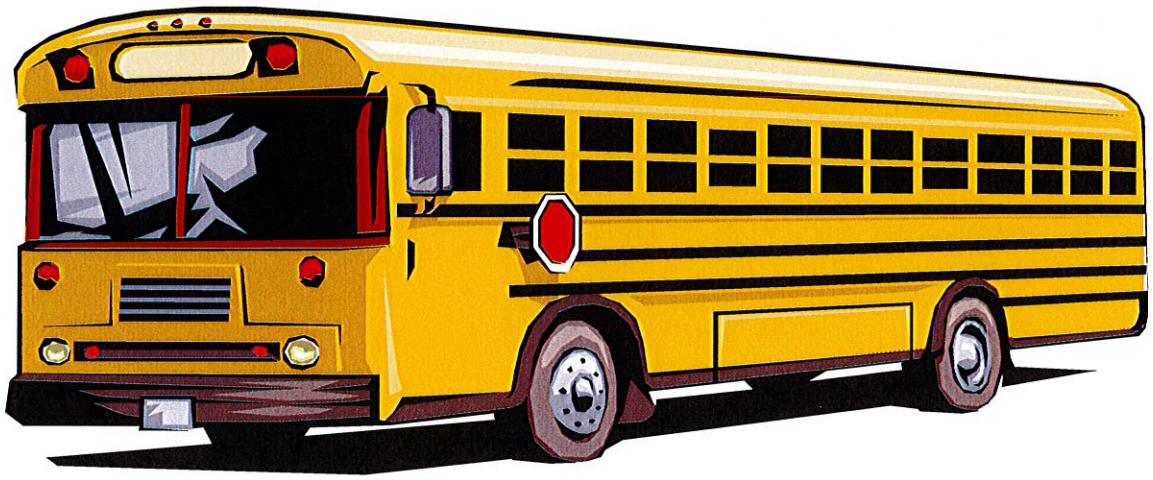


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ARTICLE 1

Contract

This Contract is entered into this 23rd day of November 2021 by and between the St. Joseph Public Schools hereinafter referred to as the District and the Non-Teaching Employees Association, hereinafter referred to as the Association.

Section 1: Purpose and Intent

The general purpose of this Contract is to set forth the wages, hours and working conditions, which shall prevail for the duration of this Contract.

Section 2: Unit Description

The District recognizes the Association as the sole and exclusive bargaining agent for the fulltime and swing bus drivers and van/non CDL drivers employed by the District, excluding temporary substitute bus drivers, professional, supervisory, office clerical, custodial, food service, maintenance, mechanics, and aide, employees or independent contractors and all other employees with respect to wages, hours and other terms of employment. A permanent sub driver is defined as working 30 consecutive days.

The term "bus driver" shall refer to an employee, who is physically and mentally qualified, properly licensed by and certified by the appropriate State of Michigan agency to operate a Michigan school bus and assigned to a position in the bus driver classification of the bargaining unit.

The term "van/non CDL driver" shall refer to an employee, who is physically and mentally qualified, properly licensed by and certified by the appropriate State of Michigan agency to operate a Michigan school van and assigned to a position in the van/non CDL driver classification of the bargaining unit.

Section 3: Applicability of Contract

Any reference to male employees throughout this Contract shall mean like reference to female employees.

Section 4: Non Discrimination

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, height, weight, marital or family status, religion, military status, ancestry, genetic information or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities. (Board Policy # 4122), nor shall the District or its agents, nor the Association, its agents or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Association.

ARTICLE 2

Board of Education Rights and Responsibilities

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves to itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan, and of the United States.

Both parties acknowledge that, except as specifically changed or amended by other Articles of this Contract, the Board's rights, responsibilities and powers, as referred to above, shall include by way of illustration but not by way of limitation, the right to:

1. Manage and administer the school system, its properties and facilities, in its business operations.
2. Determine overall rules and objectives, as well as general policies affecting the delivery of the education program and services provided by the District.
3. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system, including rules and regulations concerning the delivery of transportation services.
4. Give direction to its employees, including the right to hire all employees, determine their qualification, the conditions of their continued employment or dismissal or demotion and to promote and transfer such employees.
5. Determine scheduling, times of employment, bus routes and methods of operation.
6. Decide upon what services, supplies and equipment are necessary to continue the school systems operation, deliver the services it deems necessary and to establish standards for the use and operation of school facilities and properties.

ARTICLE 3

Association Rights and Responsibilities

Section 1: Association Activity

The Association agrees that, except as specifically provided for by the terms and provisions of this Contract, employees shall not be permitted to engage in Association activity during working hours.

Association representatives shall be permitted to briefly confer with member(s) on District's premises, but outside the transportation building. To define "briefly confer", the Association agrees to a five (5) minute time limit that does not conflict or interfere with the employee's job duties.

The Association shall be allowed to hold meetings on school property provided the desired facility is not scheduled for use, which would result in a conflict with or it would

interfere with school activities. The Association shall notify the Director of Transportation if such meetings are held at the transportation department.

Section 2: Association Responsibilities

Representatives for this bargaining unit shall be permitted to confer with the bargaining unit employees with respect to official Association business on the District's premises, but not on the District's time if it interferes with the employee's duties. However, this Section shall not limit the right of an individual employee to have an Association representative present when he is going to receive a verbal or written reprimand or warning. The Association will provide the CFO with a list of officers and representatives within two weeks of each selection.

Section 3: Bulletin Boards

The District will provide a bulletin board at the Bus Garage upon which the Association shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

The District assumes no liability or responsibility for the provision of this service, and the Association shall hold the District harmless from such use of the District's bulletin board.

Section 4: Save Harmless

The Association agrees to indemnify and save the District, including such individual school board members, representative of the Board or employees of the board, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay, unemployment benefits, sums improperly deducted and remitted to the Association, and all court or administrative agency costs incurred by the District in connection therewith; that may arise out of or by reason that an action of the District or its representatives for the purpose of complying with this Article, provided however:

1. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the District.
2. If the District, its officers, agents or employees elect to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit, provided, however, that if the Association, through counsel it selects after consultation with the Board, does represent the District, its officers, agents, or employees in any such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.
3. The Association in defense of any such suit, after consultation with the District, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.
4. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the District, its officers, employees or agents under this section, after consultation with the District.

In the event unemployment benefits are claimed by an employee, the District will object and demand a hearing involving such claim and will immediately notify the Association so that the Association may exercise its right to defend such claim under this section.

ARTICLE 4

Seniority

Section 1: Seniority Defined

Seniority shall be defined as an employee's length of continuous service with the District. It shall date from the date and hour the employee begins his first driving assignment, since which he has not had his seniority terminated for any of the reasons included in Section 4 of this article. Riding with another driver shall not be construed as a "driving assignment." Absence from work due to illness or accident, or any other reason except quit or discharged, shall not constitute a break in continuous service, meaning that seniority shall continue throughout said time. During a leave of absence or layoff an employee will not be entitled to gain seniority, although it is agreed that the leave of absence or layoff will not constitute a break in continuous service. This contract regarding seniority accumulation shall not apply retroactively to any prior Contracts.

Section 2: Probationary Periods

New employees shall be deemed probationary until they have actually worked thirty (30) days with the District. The purpose of the probationary period is to give the District an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability, reliability, work habits and personality required to become a permanent employee.

During the probationary period, the employee shall have no seniority status and may be laid off or dismissed from employment in the sole discretion of the District, without regard to his relative length of probationary service and without recourse to the grievance procedure.

Upon satisfactory completion of his probationary period, the employee's name shall be entered on the seniority list. The Director of Transportation shall notify the Association chairperson and employee in writing within one week of the date of probationary period has been completed.

Section 3: Seniority List

An up to date seniority list shall be prepared and maintained by the District and posted on the employee bulletin board. The district seniority is the date of hire and the classification seniority is the date permanently assigned as a bus driver or van/non CDL driver.

When the seniority list is initially prepared or thereafter revised, if two (2) or more employees have the same date and hour of first driving assignment, their names shall appear on the seniority list in the order of the first hire date and hour as indicated on the employee's application by the CFO.

Section 4: Seniority Termination

An employee's seniority shall terminate:

1. If he quits, retires or is discharged for cause.
2. If, following a layoff for lack of work or funds, he fails or refuses to notify the District of his intention to return to work within three (3) work days after a written notice sent by certified mail of such recall is sent to his last address on record with the District or, having notified the District of his intent to return, fails to do so within five (5) regularly scheduled work days after such notice is sent.
3. If he is absent for two (2) consecutive regularly scheduled workdays without notifying the District prior to or within such two (2) day period of a justifiable reason for such absence unless it was impossible for the employee to give such notice.
4. When he has been laid off for lack of work or funds for a period of twenty-four (24) or more consecutive months.
5. If he does not return to work immediately following the expiration of a leave of absence.
6. If a driver is convicted of driving impaired on or off the job or of driving under the influence of liquor on or off the job. Such termination shall not be subject to the grievance process.

Section 5: Reduction of Work Force

When the board determines it is necessary to lay off employees due to lack of work, economic reasons, or student enrollment, probationary employees in the position where the reduction is to take place shall be the first laid off. Thereafter, the employee(s) with the least seniority shall be the first to be laid off, provided always that the remaining employees are available and can perform the required work.

In recalling employees following a layoff, the laid off employee with the most seniority, when work is available again, shall be the first employee recalled. Prior to recalling a laid off employee, employees currently working, in order of seniority, shall first have the opportunity to fill any vacancy.

Notice of recall shall be sent to the employee at his last known address on record with the District by registered or certified mail.

Except for reasons of emergency, the District shall give at least ten (10) days notice prior to layoff to the affected employee(s).

Section 6: Vacancies Filled After First Annual Meeting

Whenever any permanent vacancy in the non-supervisory school bus driver positions occurs in the District, (after the first annual meeting), which the District deems necessary to fill, the Director of Transportation shall:

1. Make all such vacancies known to all Association members by posting a notice for three (3) workdays. Employees desiring to fill such a position shall sign the posting within said three (3) day period. Posting shall also include signing as substitute driver for the vacancy.
2. Said notice shall include the route, starting and ending times of the route, and the bid time.
3. Within two (2) days after the position is filled, written notice shall be given to the Association Chairperson and selected employee, which delineates the name of the employee who obtained the position, and such information, shall be posted on the notice of vacancy.
4. The Director of Transportation shall select an employee to fill the vacancy within 10 business days after the posting period expires.

The vacancy shall be given to the most senior employee who bids for a job vacancy. The employee awarded the job shall be on job probation for the purpose of determining whether said employee has the capabilities and other attributes necessary to satisfactorily perform the available work.

In the event an employee is awarded a job through the bidding procedure and demonstrates that he is unable to satisfactorily perform such job during the new assignment probationary period of 30 work days, he will be transferred to a swing position, and shall not be entitled to bid on another job within six months thereafter. The District shall then be free to re-post the job. After the re-bid, a swing will be transferred to fill the vacancy created by the re-bid. This will be done in order of seniority of the swings, with the exception of the driver that was just removed from the bid position.

Employees who are on leave of absence at the time of the vacancy shall have no bidding rights to any vacancy.

ARTICLE 5

Grievance Procedure

Section 1: Grievance Defined

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the specific terms and provisions of this Contract.

Section 2: Grievance - Written Complaint

In the event an employee believes he has a grievance, the following procedure shall apply:

FIRST STEP: To be processed under this grievance procedure, a grievance must be reduced to writing in triplicate, on forms provided by the Association, state the facts upon which it is based, when they occurred, specify the section of the Contract which allegedly has been violated, state the relief requested, must be signed by the employee who is filing the grievance and must be presented to the

grievant's Association Chairman within five (5) regularly scheduled workdays after the event upon which the complaint is based. The Association Chairman has five (5) regularly scheduled workdays to file the grievance form with the Director of Transportation.

SECOND STEP: Once the grievance form is signed by the Association Chairman, the grievant or Association Chairman shall then present the form to the Director of Transportation. The Director shall investigate the grievance and give a written answer to the aggrieved employee and the Association Chairman within five (5) regularly scheduled workdays after the receipt of the written grievance.

THIRD STEP: If the grievance has not been resolved at the Second Step, the Association Chairman shall file the grievance with the CFO within ten (10) regularly scheduled workdays of the director's decision. The CFO, or his designee, shall investigate the grievance, and such investigation shall include a conference with the aggrieved employee (Association Chairman or Representative present). The CFO shall give a written answer to the employee within ten (10) regularly scheduled workdays after receipt of the written grievance.

FOURTH STEP: If the grievance has not been resolved at the Third Step, the Association Chairman shall file the grievance with the Superintendent within ten (10) regularly scheduled workdays of the CFO's decision. The Superintendent shall investigate the grievance and hold a conference with the grievant and his representatives within five (5) regularly scheduled workdays. The Superintendent's written response to the grievance shall follow within ten (10) regularly scheduled workdays of the conference.

FIFTH STEP: If the grievance has not been resolved in the foregoing steps the Association shall, within ten (10) regularly scheduled workdays after the Fourth Step answer has been received, have the right to process the grievance to arbitration as follows:

The Association shall submit said grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within ten (10) regularly scheduled workdays after receipt by the Association of the Districts decision in Step Four of the Grievance procedure. All such requests for arbitration shall be in writing, by registered or certified mail, addressed to the CFO and to the American Arbitration Association, and shall state the precise issue to be decided, the specific portions of the Contract which are claimed to have been violated, and the basis on which such violations are claimed. Failure to properly request arbitration in writing within such period will be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Contract or to rule on any claim for money or benefits arising under a retirement claim or dispute, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his/her own judgment

to sustain, reverse or modify any alleged unjust discharge or suspension that may reach this state of the grievance procedure.

The arbitrator shall have no right to establish wage scales or change any wage. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. No party may raise a new defense or ground during the Fifth Step which was not previously raised or disclosed at other written levels. Each party shall summarize to the other party not less than five (5) regularly scheduled workdays prior to the hearing the alleged facts, grounds and defenses which shall be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be borne by the losing party. The District shall bear the cost of expenses and wages of its representatives and witnesses to the arbitration proceeding and the Association shall bear the expenses and wages of its representatives and witnesses to the arbitration proceeding. Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

Section 4: Grievance Time Limitations

Time limits at any step of the grievance procedure may be extended only by written mutual agreement between the District and the Association. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the District's last answer. In the event the Association fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered as being settled on the basis of the District's last answer. In the event the District fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

Section 5: Representative Pay

The Association Representatives shall suffer no loss of pay from his regularly scheduled work for time necessarily spent meeting with management representatives in the processing of grievances as provided for in this grievance procedure. Employees shall not be paid for any time spent while attending grievance meetings outside their regularly scheduled work hours.

Section 6: Work Days Defined

Whenever used in this Contract, the words "regularly scheduled work days" shall mean Monday through Friday during the school year and summer recess but shall exclude any holidays specified in this Contract.

Section 7: Grievance Settlements:

All settlements of a grievance arrived at between the District and the Association will be reduced to writing in duplicate and signed by the appropriate representative of each group. The District and the Association shall each receive one (1) copy of such settlement.

ARTICLE 6

Discipline, Suspension, Discharge

Section 1: Corrective Discipline

The District recognizes the requirements of due process and further shall maintain a policy of progressive discipline consistent with the alleged offenses committed and shall not discipline unreasonably.

All corrective or disciplinary actions shall be done in private, and kept confidential by all parties. The employee will have the right to request any Association representative to attend the disciplinary meeting if he/she so chooses. It is also understood that the Director of Transportation may also request an administrative staff member to be present at these actions.

Section 2: Discharge Procedure

The District agrees that employees shall not be suspended or discharged without cause from and after the date of this Contract.

Whenever the District may conclude that an employee's conduct may justify discharge, the employee shall first be suspended. In all cases of suspension, the District shall allow the suspended employee an opportunity to discuss his suspension with his representative before being required to leave the property of the District. Such initial suspension shall be for not more than three (3) regularly scheduled workdays. In the event the suspension is converted into a discharge, such discharge shall not be made until the end of said three (3) day period.

During the period of initial suspension, the employee may, if he believes he has been unjustly dealt with, request a hearing in a meeting between the Association's Grievance Committee, his immediate supervisor and the CFO. After such hearing, or if no such hearing is requested, the CFO shall decide, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended, should be converted into a discharge or that no discipline should have been given. If the employee believes he has been unjustly disciplined it shall be a proper subject for the grievance procedure, provided a written grievance with respect thereto is presented to the Superintendent pursuant to the Fourth Step of the Grievance Procedure within five (5) regularly scheduled work days after the CFO makes his decision as set forth above.

The District agrees to promptly notify the Association Chairperson of any suspension or discharge.

The driver may invite any Association representative to any disciplinary meetings and/or hearings.

Section 3: Reinstatement

In the event it should be decided under the Grievance Procedure that the employee was unjustly discharged or suspended, the District shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the Grievance Procedure, which compensation, if any, shall be at the rate of the employee's regular straight time earnings during the pay period immediately preceding the date of the discharge, less such straight time compensation as he may have earned at any other employment during such period and less any unemployment compensation he may have received during such period.

ARTICLE 7

Strikes and Lockouts

The Association, its agents, its members or employees, will not authorize, instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the District. The District agrees that during the same period there will be no lockouts.

ARTICLE 8

Safety and Health

Section 1: Health Requirements

As a condition of employment, all employees may be required to satisfactorily pass a pre-employment physical examination, and shall thereafter be required to satisfactorily pass physical or mental examinations, drug tests or other health tests at intervals established by law or as deemed necessary by the District.

Section 2: Examination and License - Failure to Meet Requirements

Any employee who does not meet any health standard or license required by law shall be required to take a leave of absence, without pay or fringe benefits, until the requirement is met, or for a period of up to one (1) year, whichever is sooner. In the event the employee does not meet said requirement prior to the end of a one-year leave of absence, the leave of absence shall automatically be converted into a discharge. Any employee who does not pass an examination because of temporary physical illness shall be placed on a leave of absence without compensation as allowed above, except that such employee may use up to ten (10) days of his accumulated sick leave which shall be payable only upon the employee's return to work. Use of sick leave herein shall be inclusive of the possible one-year leave of absence.

Section 3: Annual or Bi-Annual Examinations Paid

The District will provide the employee with DOT physical paperwork and driver's card. Each driver will be responsible for scheduling an appointment with their treating physician, or an occupational medical clinic of their choice, prior to the expiration date of their DOT physical. The District will pay up to $50.00 for the appointment.

Section 4: Accidents - Duty to Report

Employees must immediately report to their Director injuries of which they have knowledge, sustained by themselves, students within their care or accidents in which the vehicle entrusted to them is involved. Employees shall be required to fill out accident or injury report forms made available by the District.

Section 5: Radio-Telephones

The District shall provide radio-telephone communication systems or other two-way communication systems in all buses during the life of this agreement.

Section 6: Traffic Citations

Any driver who receives a citation for a moving violation on or off the job must notify the Director of Transportation within one business day of receiving the ticket. Drivers must also notify the Director of Transportation within two business days of learning the applicable court date for such tickets.

Section 7: Excessive Points

Any driver who accumulates more than four points on his or her driver's license on or off the job in the past two years will be placed on an unpaid leave. The driver may return to work when his or her points drop to four or less. Seniority and experience towards future step increases shall be frozen during these leaves.

ARTICLE 9

General

Section 1: Assignments

All daily work assignments and routes shall be the responsibility of the immediate director.

Section 2: Bidding for Route Assignments

Notwithstanding the provisions of Article IV, Section 6, bus drivers shall be allowed to bid on school bus route assignments for which they are qualified, in order of seniority, at the annual meeting to be held one (1) week before the first (1) day of school each school year. The employee with the greater seniority shall have the choice of a vacant route.

Van/non CDL drivers shall be allowed to bid on school van route assignments for which they are qualified, in order of seniority, at the annual meeting to be held one (1) week before the first (1) day of school each school year. The employee with the greater seniority shall have the choice of a vacant route. The district shall reserve the right to withhold at a maximum of three (3) van routes from the bid process to be assigned by the Director. Additional routes may be held if approved by the NTEA and District. Note:

drivers hired prior to 7/1/18 with a CDL will have the ability to bid on van routes excluding the three (3) held by the district indicated above.

All routes must be posted by 9:00 a.m. the day before bidding so that there is ample time to look them over. If routes are not posted at this time, re-bidding would go into effect. Upon written request by the Association, made before the end of the second full week of school inclusive of Labor Day when applicable, the route assignments shall be re-bid by the end of the fourth full week of school (inclusive of Labor Day when applicable.)

The route assignment bid sheets shall list the route number, street addresses of each stop, the beginning and ending time of the route, and bid time. The bid time shall reflect the guaranteed minimum as established in Article 10, Section 3. The only exception is that route time can be adjusted up or down (but never below the guaranteed minimum as established in Article 10, Section 3) based upon student ridership and must be verified by the Director of Transportation by riding the route. The actual route time is the assigned time to complete all duties of a particular route as established through the process of bidding and subsequent adjustments.

In the event that a route is eliminated, the driver of the eliminated route will move into the swing driver role until a new route is available. This is applicable at the current swing rate number of hours or as agreed upon with Transportation Manager.

Section 3: Bidding for Bus Assignments

The Director of Transportation shall have the right to assign buses to routes.

Buses should be assigned to routes based on previous year's route ridership, estimated projections for upcoming school year, bus capacities, and route length. Changes of buses to routes, or changes to routes in terms of increases and/or decreases to stops need to be addressed immediately in cases of bus overcapacity.

Section 4: Overnight Trips

In the event school owned buses are used to provide transportation services for overnight trips, the District shall employ school bus drivers from the bargaining unit subject to the conditions herein specified. The District will assign the driver to be scheduled for the overnight trip and will post notice of the assignment at least three (3) work days prior to the trip or as soon as possible if the trip was unanticipated. The opportunity to make overnight trips will be equalized. In the event no one accepts the assignment, the District may contract outside the bargaining unit for drivers and/or bus service. Drivers of overnight trips shall be guaranteed a minimum of eight (8) hours of pay for each day. No hours for regular runs will be allowed unless the driver actually drives part or all of his/her regular run on any of these days.

The term "services as bus drivers", herein used, includes standby time during which the driver is required to be on duty on or near the vehicle assigned to him. The District shall promptly reimburse the driver for all reasonable and necessary expenses incurred during such runs or trips as indicated in the procedures manual.

Section 5: Temporary Transfers

The District shall have the right to transfer the least senior employees, who, in its judgment can be spared from their job and who can satisfactorily perform the job of other employees who are absent from work due to illness, accident, vacations, layoffs or leaves of absence for the period of such absence. The District shall also have the right to temporarily transfer employees, irrespective of their seniority status to fill temporary jobs or temporary vacancies or take care of unusual conditions or situations which may arise for a period of not to exceed thirty (30) consecutive regularly scheduled work days.

Section 6: Assignments Outside the Bargaining Unit

When a bargaining unit employee is promoted or transferred by the District to a supervisory or other job with the District outside the bargaining unit, such employee shall continue to retain his seniority for six (6) months from the date he leaves the bargaining unit, so long as he remains an employee of the District. Employees who accept promotion out of the bargaining unit may return to the bargaining unit not more than once during any three (3) year period. If, within six (6) months period, the employee is subsequently removed from such supervisory or other job with the District for any reason other than discharge for reasons considered valid under this Contract, the employee shall be allowed to exercise his seniority to return to a job within the bargaining unit which he has the then present ability to satisfactorily perform without trial or training, seniority permitting.

Section 7: Summer Jobs

All summer non-driving jobs that the Director of Transportation deems to need additional help with, such as (seat repairs, facility cleaning, lawn mowing, etc.) and known prior to the end of the regular school year shall be posted on the bus drivers bulletin board for a period of three (3) regularly scheduled work days, during which time employees may bid for said openings by signing the posting. From among the employees who bid thereon, the job shall be awarded for that summer to the senior employee who can perform the available work with minimal training.

Each driver has the option of doing a summer bus wash on his assigned bus. A summer bus wash (includes interior and exterior) shall be $125 per bus. Extra summer bus washes shall be treated the same as all other summer non-driving jobs and posted as outlined above.

Summer transportation driving jobs (field trips or repair trips) that take place after the last day school is in session until school resumes in August/September, regardless of when they are received by the Director of Transportation will be assigned by the following method:

a. A summer driving job sheet will be posted prior to the last day school is in session. Drivers interested in accepting summer driving jobs will indicate this to the Director of Transportation. If a driver has no interest in accepting summer driving jobs, they will so indicate on this sheet and will not be placed on driver list to contact.
b. Chart will be posted, listing all drivers by seniority.

c. Calls will be made in order until the trip is accepted.
d. Messages will be left when possible with person or answering machine
e. A plus sign will indicate the trip was accepted; a minus sign will indicate the trip was refused or contact was unable to be made.
f. Date of the trip will be entered on chart.
g. Summer trips will be "non-chargeable".
h. Summer trips board will continue from summer to summer where it ended the previous year for the term of this contract.

Section 8: Rules

The District shall have the right to make such reasonable rules and regulations not in conflict with the Contract as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint claiming the discriminatory application of rules may be considered as a grievance and subject to the Grievance Procedure contained in this Contract.

Section 9: Supervisors

So long as an employee is classified as a supervisor by the District, he will not be used to displace regular employees covered by this Contract. This provision shall not be construed to prevent supervisors from performing work as may be required for the purpose of instruction, supervision, investigation, inspection or experimentation or as may be necessary when an employee is absent and other employees are not immediately available or in case of emergencies. "Other employees are not available" shall be defined to mean that other qualified employees are not within the immediate area or available to perform the work without disrupting other necessary work. "Emergency" shall be defined as any situation or circumstance which adversely affects the health, safety or well-being of the students or employees of the District or which, if not remedied, will result in the impairment or reduction of the District services.

Section 10: Subcontracting

The District shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its reasonable judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

Section 11: Savings Clauses

If during the life of this Contract, any of the provisions contained herein are held to be invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto; the District and the Association shall enter into collective bargaining for the purpose of negotiation a mutually satisfactory replacement for such provisions.

Section 12: Past Practices Clause

It is understood and agreed that this Contract supersedes any and all rules, regulations or practices of the District, which are contrary to or inconsistent with the terms and provisions herein contained. All current personnel rules and policies of the District shall be applicable to employees within the bargaining unit unless such rules or policies have been specifically limited to or abrogated by the terms of this Contract.

Section 13: Employee Address

Each employee shall be required to keep the Director of Transportation and the payroll department informed at all times as to his current address and telephone number.

Section 14: In-service Training and Meetings

Employees requested or required to participate or who, with the approval of the CFO, voluntarily participate in in-service training or attend meetings called by the Director of Transportation, his/her supervisor, or a district principal with respect to problems, policies and regulations shall be paid at their regular hourly rate of pay for attending such meetings, except for pay not authorized under Article V, Section 5.

Bus drivers who attend bus driver's school and who satisfactorily meet all state requirements shall be paid for the time necessarily spent in attending said school as follows:

1. One-half of the pay on the pay period following successful completion of the school.
2. The remaining one-half after they have worked for the District for one (1) school year.

The certified bus trainer of SJPS shall be paid an additional $2.00 an hour when training new drivers hired by the District. This is exclusive for bus drivers only and not van drivers. Training shall be done in between bus runs when possible so as to not take away time from the certified trainers' route pay for those days of training.

ARTICLE 10

Wages and Hours

Section 1: Rates of Pay

Rates of pay are set forth in Appendix A attached hereto and shall remain in full force and effect for the duration of this Contract.

Section 2: Starting Time Requirements

All employees shall be required to be ready to start work at the start of their assignment and shall be required to remain at work until the end of their assignment.

Section 3: Normal Work Day

The normal work day for school bus driver personnel shall be equal to or commensurate with the regular route(s) assigned to the bus driver plus an allowance as shown below for warm-ups, vehicle inspections, fueling buses, conferences regarding student discipline and so forth:

	Fall and Spring	**Winter (Dec. 1 – March 31)**
A.M.	15 minutes	20 minutes
P.M.	15 minutes	15 minutes

Drivers will not lose route time as long as the school building, which the assigned route is for, is in session. Midday routes are considered temporary and not guaranteed under this section. Drivers may leave work upon the completion of assigned route.

Drivers will be guaranteed the following minimum paid shift times:

A.M. routes	2.5 hours	(pick-up routes)
P.M. routes	2.0 hours	(take home routes)

When the Superintendent or designee makes the decision to cancel school after 6:00am due to weather, emergency, or "Act of God"; drivers will receive two (2) hours of pay for "show up" time if they have left home prior to the call and arrive at the bus garage for work. Every effort will be made to make the call before 5:30 and no later than 6:00am. The 6:00am call is defined as the time that the automated calling system is called by the district or that the Director of Transportation calls the number provided by the driver.

Section 4: Swing Bus Drivers

Swing bus drivers shall be expected to report daily for all a.m. (6:30 a.m. to 9:00 a.m.) and all p.m. (2:00 p.m. to 4:00 p.m.) routes for their assignments. Such assignments shall be made as far in advance as possible and posted on the daily assignment board. Because of the nature of the position, the swing driver is responsible for being prepared to run all routes and perform all duties as deemed necessary by the Director of Transportation. The District shall provide each swing driver, at a minimum, the opportunity to ride once and drive once on the route with the regular driver before he/she is expected to drive that route. Assignments for covered routes may be traded among swing drivers as long as both drivers agree to the change and the Director of Transportation retains final approval rights.

Section 5: Pay Periods

Regular periods will be every two weeks, as established by the Business Office. A pay period shall be defined as two consecutive weeks commencing on a Saturday and ending on Friday.

Each employee will be paid for the hours worked during the pay period on the payday (a weekday) following the pay period during which it was earned.

Each employee shall submit to his supervisor a signed time card, provided by the District, covering the preceding two-week period as scheduled by the Business Office. If the district moves into Skyward True Time, this time card could be done online as opposed to a hard signed copy.

Any corrections/modifications to driver timecards will be made available to drivers by the Director of Transportation prior to their afternoon route pick-ups, for review before submission for processing by payroll. Should a driver have a question in regard to any corrections/modifications the driver will inform the Director of Transportation, and make an appointment to address that question, if it cannot be addressed immediately by both parties.

Section 6: Direct Deposit

All drivers must have 100% of their wages directly deposited.

Section 7: Payroll Deductions

The District will make biweekly-weekly payroll deductions to approved financial institutions upon receipt of a signed deduction card.

Section 8: Step Increases

The work year is from July 1 through June 30. The pay step anniversary date is July 1. Employees who were hired by December 31 will receive a full step increment if eligible on the following July 1 anniversary date. Employees hired between January 1 and June 30, inclusive, will receive no step increment until July 1 after the driver's employment anniversary date.

Section 9: New Positions

If during the life of this Contract, a non-supervisory bargaining unit position is created, the District shall establish the job duties and the rate range applicable thereto and shall promptly notify the Association of its decision. If the Association believes the rate range thus set is inadequate in terms of established rate ranges for other positions covered by this Contract, the Association shall have the right within ten (10) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the position. If negotiations have not been initiated during said ten (10) calendar day period; the rate range so assigned shall become permanent.

Section 10: Fair Day's Work

It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Contract, employees shall be required, as a condition of continued employment, to render a fair day's work for the District.

Section 11: Overtime Provisions

Time and one-half an employee's straight time hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any work week. The time necessarily worked on Saturday and Sunday shall be paid at one and one-half times the employee's straight time hourly rate. Overtime is calculated on the basis of routes actually driven.

Section 12: Extra trips

A. The opportunity to work scheduled extra trips shall be maintained as equitably as reasonably possible for both the extra trip performed during the normal work week and the extra trip performed on weekends in order that the employees shall have approximately the same amount of opportunity to work scheduled extra trips over the general period of this Contract.

For drivers to be eligible for extra trips, they must complete a "Monthly Trip Calendar" and submit it to the Director of Transportation by the end of the monthly staff meeting, or if absent from the staff meeting due to illness, upon the driver's return to work. Failure to submit the form by that date will disqualify the driver from being included on the trip roster for that month.

Drivers will indicate on their trip calendar their choices for current month trip assignments. They may choose to take all trips; no trips; just AM trips; or just PM trips. Those choices would be reflected on each individual driver's calendar, and those calendars may be modified over the month by the Director of Transportation or Secretary.

Should modifications to individual driver calendars be necessary during the month, for any reason, drivers are responsible for providing these changes to office staff. If changes or modifications to a driver's current monthly trip calendar are needed, the driver should submit any calendar modifications (i.e., making some days or weeks no trips, or only AM or PM trips, from a calendar that was all trips, for example) two weeks prior to each weekly trip assignment Monday, or the driver will be charged double-time for any trip(s) returned.

When a probationary driver completes his/her probationary period, his name shall be placed on all extra trip lists (including the master extra trip chart). Substitute drivers, however, are not eligible for the extra trip assignment rotation.

It is understood that for the purpose of fairly allocating scheduled extra trips work only, the refusal to accept such extra trip assignment, based upon each driver's individual trip calendar choice, shall be considered as if the employee had accepted the same. The driver shall be charged the number of hours that are charged to the accepting driver.

Once trips have been assigned on Monday by 4:00pm, drivers have until Tuesday (the following day) before PM routes begin, to turn back assignments with no penalty. If trips are turned back after that time, and are not due to illness or emergency, the driver will receive a penalty of double the time posted for the trip, and these hours will be applied to the Master Extra Trip Chart. Any decision

to not apply a penalty for any late trip turn-back will be at the digression of the Director of Transportation.

In the event a trip must be refused due to bereavement, illness, appointment (medical/dental) or for other explained reason, the available form will be filled out and returned with the trip refusal form by the end of the morning runs on the day he returns to work.

Bereavement and illness will not be charged to "Master Extra Trip Chart". Appointments (medical/dental) will be charged only if documentation is not turned in for the appointment. Other situations will be charged.

B. All Extra trips will be assigned by 4:00 p.m. on Mondays, for the following week. All Extra trips coming in to the office after assignments are made and all re-assignments will be filled on a voluntary basis using the following procedure:

1. Drivers intending to volunteer for turned-back trip will indicate a “yes” or “no” on the volunteer sign-up sheet, posted on the bulletin board.
2. Trips will be posted with information including school, date, time, group to be transported, and estimated hours of trip.
3. The volunteer trip sheet will carry the date and time the trip was posted, and will be posted for 24 hours before assignment when possible.
4. Once the volunteer trip assignment is made, the results will be posted on the bulletin board or announced over the radio if necessary.
5. If a trip is turned back with less than 24-hour notice to post a volunteer sheet, volunteers will be asked for over the radio in the same manner as has been past practice.

C. A "Master Extra trip Chart" shall be maintained by the Director of Transportation. The master extra trip chart shall be posted in a conspicuous place where the employees shall have easy access and opportunity to view it. The master extra trip chart shall show a complete picture of the scheduled overtime worked and charged to the employees for the entire year as it progresses. The master extra trip chart is intended to aid in the equalization of scheduled overtime. In the event that the Director of Transportation fails to maintain the extra trip schedule properly, or in the event that any employee failed to receive his share of extra trips, the employee shall be given the earliest opportunity to perform such extra trips.

The portion of time spent on extra trips that would occur during the driver's regular route time will not be charged as overtime.

In the event of sickness lasting one (1) week or more, the employee must notify the Director of Transportation, upon the day of return, whether they wish to remain on the extra trip chart as currently listed or return to one (1) hour lower than the lowest employee listed. If the employee chooses to return on the extra trip chart as currently listed, he or she has the option to accept any or all trips as given.

D. Whenever a probationary driver completes the probationary period, his/her name shall be placed on all extra trip lists (including Master Extra Trip Chart) and shall be credited with one-hour work greater than the driver with the highest amount of hours already on the list. This information should also be included with the written notice to the NTEA outlined in Article IV, Section 2.

E. If all drivers refuse the extra trip, the driver with the least seniority must take the trip.

F. The following schedule will be used in reporting extra trip time:

1. Pre-trip vehicle inspection: 15 minutes
2. Allowance from garage to:
   - Brown, Lincoln, or High School 10 minutes
   - Clarke or Upton 5 minutes
3. Allowance - early arrival 5 minutes
4. Allowance - weekend and days school not in session
   15 minutes (this added time is to provide an additional allowance of time for any problems at the garage and to allow earlier arrival time at the start point if not needed at the garage)
5. Actual time of the extra trip variable

Note: For allowance times to be included, driver is expected to actually be at work during this time. Time reported for extra trips cannot overlap regular route time, if driven. There is no double payment for the same time period.

G. If an athletic trip is scheduled and designated as a "drop only", the driver assigned will be guaranteed a minimum of one and one-half (1 ½) hour of pay if the drop is within Berrien County or three (3) hours of pay if the drop is outside of Berrien County. If the driver's actual work time exceeds the applicable minimum above, he/she shall be paid for the time actually worked.

If an athletic trip is scheduled and designated as an extra trip, but becomes a "drop only" after departure, the driver assigned will be guaranteed a minimum of four (4) hours.

Drops will be done during cover time. Time reported for extra trips cannot overlap regular route time, if driven. There is no double payment for the same time period.

H. In the event an employee has been assigned an extra trip and upon arriving at the school of departure, is notified by the transportation department or the person requesting the bus, that the trip is a "no show" (defined as any cancellation of an employee's services for an assigned extra trip, regardless of whether or not the trip actually takes place), the following will be implemented:

Drivers will be paid for two (2) hours if the "no show" trip was scheduled within Berrien County or three (3) hours if the trip was scheduled outside of Berrien County. If the driver missed his/her regular routes, he/she will also be paid for that time.

The hours paid for "no show" trips will be included on the extra trip roster.

I. For extra trips that do not overlap regular trips or routes, the extra trip will pay a minimum of one (1) hour. There will be no double payment.

J. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and shall be performed by the employee or employees who were performing the specific job immediately prior to the occurrence. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that certain work be completed as quickly as possible, therefore, employees who are required to work such unscheduled overtime to complete a job will be given as much advance notice as is reasonably possible under the circumstances. An employee who fails to work the required overtime shall be subject to disciplinary action unless he offers a reasonable excuse to the District.

K. Association representatives shall not be charged for extra trips turned back in order to attend negotiation, arbitration or grievance meetings.

Section 13: Bus Washes

Each driver has the option of doing a weekly bus wash on his/her assigned bus, and any extra buses assigned. This weekly bus wash shall be treated the same as a summer bus wash, with the driver being paid one (1) hour at his/her rate of pay for exterior washing. Drivers will not be paid extra time for interior cleaning of their bus, and will be expected to clean the interior only during otherwise paid time (e.g. during layover time or after the A.M. routes). If a driver washes his/her van, or vans of other drivers, this washing shall be paid one (1) hour at his/her rate of pay, but will include vacuuming the interior rugs and washing the mats.

When outside temperature is below 32 degrees, drivers shall be allowed 15 minutes for rinsing/washing mirrors, front and rear windows when necessary.

ARTICLE 11

Holidays

Section 1: Holidays Designated

All employees who have obtained seniority status shall not be expected to work on, and shall be paid for, the designated holidays (11) as follows:

Friday before Labor Day

Labor Day

Wednesday before Thanksgiving

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve and Christmas Day

New Year's Eve and New Year's Day

President's Day

Memorial Day

Section 2: Holidays Federally Adjusted

Whenever legislation mandates the observance of the holiday on a day other than the regular calendar date, the observance of the holiday shall be scheduled by legislation rather than the calendar date.

Section 3: Holiday Pay

Employees shall receive pay for the above holidays equal to their normal regularly scheduled workday.

Section 4: Holiday Eligibility Requirements

An employee to be entitled to receive holiday pay as defined above shall have worked the full scheduled workdays immediately preceding and immediately following the designated holiday.

Section 5: Holiday Work

Employees who are eligible for and who are required to work on a holiday shall receive their holiday pay in addition to being paid at 1.5 times their normal hourly rate for working during the holiday.

Section 6: Holiday Sick Leave

A. In the event an eligible employee notifies the Director of a sick day request which will occur on the day prior to or the day following a holiday, and it is approved by the Director of Transportation, the employee will be eligible for that holiday pay.

B. In the event an eligible employee becomes ill on either the day prior to or the day following a holiday, and submits a written physicians statement to the Director of Transportation verifying the illness, the employee will be eligible for that holiday pay.

C. The use of sick leave for family emergencies/bereavement as outlined in Article 12 shall not have any adverse effect on holiday pay.

Sick Leave

Section 1: Sick Leave Accumulation

During their first year of employment, permanent employees, upon completion of their probationary period, shall accumulate paid sick leave pro-rated to the number of hours per day they are regularly scheduled to work and pro-rated for the portion of the school year if the driver is hired after school year begins. After the permanent employee completes one (1) year of service with the District, he shall receive each year, ten (10) days paid sick leave, pro-rated to the number of hours per day he is regularly scheduled to work. Five (5) unused days of sick leave can be rolled over each year. Unused sick leave days shall accumulate up to a maximum of 50 days.

Section 2: Sick Leave Pay Qualifications

In order to qualify for sick leave payments, the employee must notify the Transportation Office, or call a number designated by the District no later than 6:00 a.m. on the first day of the absence and each subsequent day thereafter, unless the circumstances surrounding the absence made such reporting impossible, in which event such reporting must be made as soon thereafter as is possible.

Section 3: Sick Leave Use

Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave days, pro-rated to the number of hours they are regularly scheduled to work, in the following situations:

A. When an employee's absence from work is due to his non-duty incurred illness or injury, provided such injury or illness was not attributed to the intemperate use of alcoholic beverages and/or drugs or was not attributable to cause occurring while performing work for which he is paid by someone other than the District. Also, elective dental/vision appointments for the employee or immediate family are not considered basis for paid sick leave.

B. An employee who is absent due to an injury which is compensable under worker's compensation may use his accumulated sick leave on a proportional basis, to supplement the benefit received from worker's compensation, such that the amount of expendable income the employee receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the employee would have received from his regular salary amount according to his placement on the wage schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Worker's Compensation until the employee's accumulated sick leave is exhausted or the employee is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the employee shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute.

C. When an employee's absence from work is necessitated because of illness or death in his/her immediate family, he/she shall be granted leave as follows:

1. Up to five (5) sick leave days per incident of illness to care for the employee's current spouse, child(ren), step-child(ren), parent or parent-in law, brother, sister, grandparent or grandchild(ren). This limit shall be ten (10) days per school year. The number of days may be extended, at the discretion of the CFO.

2. Five (5) days of bereavement leave (not chargeable to sick leave) for the death of a member of the employee's immediate family as described in subsection (C), (1).

3. One (1) day of bereavement leave (not chargeable to sick leave) for the death of an extended member of the employee's immediate family not described in subsection (C), (1).

   If the loss occurs immediately before or during Christmas vacation, spring break, or summer vacation, the bereavement period will be considered as beginning on the first business day (and not necessarily the first school day) after the loss. If a loss occurs on Tuesday of spring break for example, the total five paid days off will be reduced by the three days from Wednesday through Friday of that week. In this example, the bereaved driver would be eligible to receive the next work two days after spring break off with pay.

   Sick leave used for bereavement purposes shall not be combined with any other absences in determining driver's eligibility for use of sick leave bank.

D. Whenever an employee requests the use of sick leave for absences of three (3) or more consecutive regularly scheduled work days, for the second time within the same month (involving sickness of the same person), the employee must submit, to the Director, a written statement from a medical doctor, unless exempted by the CFO. If no written medical statement is submitted, then the days shall be deemed to be no-pay days. It is the responsibility of the employee to become familiar with this provision, request the documentation from the doctor, and submit it in a timely fashion to the Director. This does not apply to the use of sick leave for bereavement as provided in Section 2.

Section 4: Sick Leave Deduction

Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave days.

Drivers shall receive an annual report indicating their sick leave accumulation from the prior year at their Annual meeting. Once the Skyward program is used for tracking, this report will be completed using Skyward.

Section 5: Personal days and Snow days

Permanent employees will have two (2) personal days and three (3) snow days that can be used during the school year. Both leave days are computed at the driver's daily hours for the day they occur. Neither personal days nor snow days roll over and will be computed at the driver's daily hours for the day they are using the personal day. Snow days will be entered and paid by the district.

Section 6: COVID Leave days (this section will expire as of June 30, 2022

COVID-19 vaccinated individuals, with proof of vaccination or a physician's note exempting them from vaccination for medical reasons, who contract COVID-19 or are required to quarantine due to exposure will be provided up to ten (10) paid COVID leave days. These paid leave days will not be drawn from current sick, personal/discretionary, or accumulated days. These days are non-transferrable, are not bankable, and/or cannot be turned in for any compensation. Verification of quarantine or a positive COVID-19 test must be provided to the superintendent or her designee in order for these days to be utilized.

ARTICLE 13

Leaves of Absence

Section 1: Leave, Disability

An employee who because of illness, accident or pregnancy, is physically unable to report for work shall be given a leave of absence without pay, fringe benefits and without loss of seniority of not to exceed one (1) year provided he promptly notifies the District of the necessity therefore and provided further that he supplies the District with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when such certification is requested by the District. Employees desiring to return from a leave of absence pursuant to this Section, may be required to submit a doctor's certificate stating that the employee is physically fit to return to work without restriction or limitation prior to being allowed to return to work.

Section 2: Leave, Restriction

Before any employee accepts work for another employer for gainful regular employment while on leave from the District, such employee shall first notify the District that he is available for employment. If such employee does not notify the District of his availability for employment, or refuses to return to offered employment after notifying the District of his availability to work, he shall be automatically terminated.

Section 3: Leave, Requests

Requests for leaves of absence must be made in writing to the Director of Transportation at least ten (10) regularly scheduled work days prior to the start of the anticipated leave of absence except where it is impossible to do so.

A maximum of one driver may be issued an unpaid leave of absence at one time.

In the event an emergency within the department occurs, and only one person may be approved, the earliest dated request will only be approved.

In the event of an emergency within the staff occurs and conflicts with the above leave, the Director of Transportation will call into the office all affected parties to try to resolve the conflict. This may result in a second driver being granted an unpaid leave at the discretion of the Director of Transportation.

Section 4: Military Leave

The reinstatement rights of any employee who enters the military service of the United States, by reason of Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provision granting such rights.

ARTICLE 14

Miscellaneous

Section 1: Longevity Pay

Drivers who have completed five (5) full continuous school years of service (July – June) shall be entitled to longevity pay equal to three (3) full days of pay. Drivers who have completed ten (10) full years of continuous school years of service (July – June) shall be entitled to longevity pay equal to five (5) full days of pay. Drivers who have completed fifteen (15) full years of continuous school years of service (July – June) shall be entitled to longevity pay equal to seven (7) full days of pay.

Longevity pay shall be due and payable in June.

Section 2: Attendance Incentive

At the end of each semester, drivers shall be eligible for attendance bonuses as follows:

Perfect attendance -2 days or less	$150
No more than 3 days absent	$ 75

In addition to absences for sick leave, family illness, bereavement leave, and other paid leave days, absences for all "no pay" days will be counted as absences when determining eligibility for the attendance bonus. The days used for funeral, jury duty, or snow days shall not count against the perfect attendance pay when calculated for the year.

Section 3: Hiring Bonus

Section 6: Life Insurance

The District agrees to provide all bargaining unit employees scheduled to work 15 hours per week or more with group term life insurance. The provision of this insurance shall be subject to the rules and regulations of the underwriters.
The coverage is as follows:
Basic Life and Accidental Death and Dismemberment Insurance
* $10,000 for employees up to age 69
* $6,700 for ages 70-74
* $5,000 for ages 75 or older
There is a 40 working day waiting period.

Employees who have Board provided term life insurance, as provided through the insurance plan, have a thirty-one (31) day conversion right upon termination of employment if available from the insurance provider. Any employee electing his right of conversion in order to keep his term life insurance in force must contact the insurance carrier within thirty-one (31) days of his last day of employment.

Section 7: Rosters

The Director of Transportation shall develop rosters for drivers, which shall include student name, a picture if possible, and street address. This information will be given to the drivers by October 15 every school year. Other pertinent information, in regard to emergency or life-threatening medical conditions should be supplied to drivers as law allows.

Section 8: Bus Parking

Drivers shall be required to park their assigned vehicle at the bus garage when the vehicle is not being used for pupil transportation. The Director of Transportation may grant exceptions for drivers who have an extra trip scheduled soon after the completion of a route.

Section 9: Bus Roadeo

First place $300; Second place $200; Third place $100; Fourth place or beyond $50. These pay rates are per regional MAPT sponsored bus roadeo. If a driver qualifies for and participates in the state MAPT sponsored bus roadeo, he/she will qualify for these same incentives in the state roadeo. the District will pay the entry fee for all regional and state roadeo participants.

Section 10: Contract Typing and Distribution

The employer agrees to type the master contract and to provide access to copies on the district web site.

Section 11: Permanent Route Assignments

Drivers who are permanently assigned to regular routes are not considered substitute drivers.

The district recognizes the hardship in finding drivers at this time. Any new driver that starts during the fiscal year 2021/2022 will be paid a $500 bonus at the end of their first full year of work (for example, a driver who is hired in January 2022 will be paid a bonus in January 2023 if they are still actively employed as a school bus driver for SJPS.

The district will also pay a bonus to any current SJPS bus driver who refers a new driver to the district. The newly hired driver must work for a full year in order for the bonus to be paid out to the current SJPS bus driver. The bonus paid will be paid to the driver at the end of the year in the amount of $500.

If an employee of the district who is not currently a school bus driver refers a driver who works for the entire year, that employee will be paid a bonus of $250 at the end of the driver's first full year.

Upon hire, the new bus driver and the referring staff member must fill out paperwork indicating the referral. Any payments that are processed will only be made to active employees of the district at the time of the payment.

Section 4: Severance Pay

Employees with a minimum of five consecutive regularly scheduled years of service with St Joseph Public Schools working as a bus driver, shall receive a severance payout upon retirement or resignation from the district with a maximum pay-out of $2,000 based on the following schedule:

5 years - $ 500
10 years - $1,000
15 years - $1,500
20 years - $2,000

Section 5: Jury Duty

Employees who are required by law to report for and/or perform jury duty, will be paid the difference between what the employee received from the Court as daily jury duty fees and what he would have earned during regular hours scheduled to work for the District. This provision shall be limited to a maximum of sixty (60) days' benefit. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him to return to work for one-half (1/2) of his normal work day unless such employee does so return to work.

In order to receive the payment above referred to, an employee must give the District prior notice that he was required to report for jury duty and must furnish satisfactory evidence that he reported for and/or performed such jury duty for the hours for which he claims such payment.

Appendix A
Pay Rates

Bus Drivers	2021-22	2022-23	2023-24
Sub/Training Wage	$15.50	$17.00	Wage opener
Beginning Probationary Wage – End of Year 1	$17.50	$18.03	
Beginning Year 2	$18.50	$19.06	
Beginning Year 3	$19.50	$20.09	
Beginning Year 4 – Top of Scale	$21.50	$22.15	

Van/Non CDL Drivers Hired after 7/1/2018	2021-22	2022-23	2023-24
Sub/Training Wage	$15.00	$15.45	Wage opener
Beginning Probationary Wage – End of Year 1	$15.50	$15.97	
Beginning Year 2	$16.50	$17.00	
Beginning Year 3 – Top of Scale	$17.50	$18.03	

*Any driver hired after July 1, 2018, with a CDL that elects to drive a van route, will be paid at the Van/Non-CDL rate for that route.

The above wage rates are per hour.

The Director of Transportation with approval from the CFO has the ability to place an experienced CDL bus driver higher on the scale based on the applicant's years of experience and district needs. The experienced driver would still be new to SJPS and would still be subject to probationary period. During the probation period, the Director of Transportation has the ability to assign a higher probationary wage than stated on the scale with approval from the CFO.

ARTICLE 15
Duration

This Contract shall become effective the 1st day of July, 2021 upon formal ratification by both parties and shall remain in full force and effect until 12:01 a.m. the first (1st) day of July, 2024 and from year to year thereafter unless either party hereto shall notify the other in writing at least ninety (90) calendar days prior to the expiration of this contract, or ninety (90) calendar days prior to expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Contract, whereupon negotiations shall begin within a reasonable period of time.

ST. JOSEPH PUBLIC SCHOOLS
ST. JOSEPH, MICHIGAN

President

Secretary

NON-TEACHING EMPLOYEES ASSOCIATION

President

NTEA Representative

Appendix A
Pay Rates- Updated 6/26/2023

Bus Drivers	2021-22	2022-23	2023-24
Sub/Training Wage	$15.50	$17.00	$17.50
Beginning Probationary Wage – End of Year 1	$17.50	$18.03	$18.50
Beginning Year 2	$18.50	$19.06	$19.30
Beginning Year 3	$19.50	$20.09	$20.75
Beginning Year 4 – Top of Scale	$21.50	$22.15	$22.75

Van/Non CDL Drivers Hired after 7/1/2018	2021-22	2022-23	2023-24
Sub/Training Wage	$15.00	$15.45	$15.75
Beginning Probationary Wage – End of Year 1	$15.50	$15.97	$16.25
Beginning Year 2	$16.50	$17.00	$17.50
Beginning Year 3 – Top of Scale	$17.50	$18.03	$18.50

*Any driver hired after July 1, 2018, with a CDL that elects to drive a van route, will be paid at the Van/Non-CDL rate for that route.

The above wage rates are per hour.

The Director of Transportation with approval from the CFO has the ability to place an experienced CDL bus driver higher on the scale based on the applicant's years of experience and district needs. The experienced driver would still be new to SJPS and would still be subject to probationary period. During the probation period, the Director of Transportation has the ability to assign a higher probationary wage than stated on the scale with approval from the CFO.

For 2023-2024 school year, wage opener approvals:

Jennifer Ree, Superintendent

NTEA Representative