MASTER AGREEMENT

2026-27 through 2028-29

BETWEEN

BERRIEN SPRINGS PUBLIC SCHOOLS

THE BOARD OF EDUCATION

AND

THE TRANSPORTATION ASSOCIATION

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This agreement entered into this 20th day of August, 2026, by and between the Board of Education of the Berrien Springs Public Schools, Berrien County, Michigan, hereinafter called the Board, and the Berrien Springs Transportation Association, hereinafter called the Association.

Witnesseth:

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

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

IT IS HEREBY AGREED AS FOLLOWS-----

Article I - Recognition

1.1 The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all daily-route bus and special education drivers, along with all swing drivers; excluding call-in substitute drivers, the Dispatcher/Secretary, monitors, mechanics, supervisory, executives and all other personnel employed by the school district.

1.2 The Association agrees that except as specifically provided by the terms and provisions of this agreement, employees shall not be permitted to engage in Association activity on the employer's time.

1.2.1 The Association will have the right to elect or designate employees who shall serve as officers for the bargaining unit, wherein those officers shall be permitted to confer with the bargaining unit employees with respect to official association business but not on the employer's time.

1.3 Non-discrimination: The Board will not discriminate against any employee with respect to hours, wages or any term or condition of employment by reason of membership in the Association.

1.4 The Association and its members may use the school facilities at reasonable times and hours for meetings as long as it does not interfere with job responsibilities and operations and when such buildings are available.

1.5 The Board shall furnish a copy of this Agreement to each employee in the bargaining unit and ten (10) additional copies to the Association for new employees entering the system.

Article 2 - School System Management

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

2.1 Manage and control the school’s business, the equipment and the operation and to direct the working force and affairs of the employer.

2.2 The right to direct the working force including the right to determine the size of the workforce by hiring, and/or laying-off employees and the right to transfer, promote, suspend and discharge employees; and to assign work or extra duties to employees.

2.3 Determine the supplies and equipment necessary to continue its operations and to determine the methods, schedule and standards of operations, the means and the processes of carrying on the work, including automation thereof, and changes therein, the institution of new and/or improved methods of changes therein.

2.4 Employees are required to conform to reasonable rules, regulations and directives adopted by the Board of its representatives not in conflict with this Agreement.

2.5 Determine the qualifications of employees.

2.6 Determine the number and locations or relocations of its facilities including the establishment or relocation of new schools, departments, divisions or subdivisions, buildings or other facilities.

2.7 Determine the placement of operations, production services, maintenance or distribution or work, and the sources of materials and supplies.

2.8 Determine the financial policies, including all accounting procedures, regarding Board actions.

2.9 Determine the amount of the management organization, its function, authority, amount of supervision and the table of organization.

2.10 Determine the policies affecting the selection, testing or training of employees.

2.11 Staff are expected to dress business casual for all meetings; but does not include Transportation Staff meetings.

2.12 Management has the right to schedule a monthly meeting, outside of normal work hours; employees will be paid a minimum of an hour at their hourly rate for attending. A schedule of the said meetings for the school year will be given to the staff in advance.

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

Article 3 - <u>Working Conditions</u>

3.1 Reasonable steps are to be taken to assist/relieve the driver of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations.

3.2 Drivers may use reasonable physical force, as per Board Policy #5630, with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator, or other student from attack, physical abuse or injury or to prevent damage to district property.

3.3 Drivers will be responsible to their immediate supervisor. In the event the supervisor is unavailable, a driver is responsible to the individual designated by the supervisor. In the absence of a supervisor or designee, the drivers shall not be held responsible for the administration or supervision of the building.

3.4 The Board will pay for an annual clothing allowance. Employees will receive $250 per year and all new employees will receive a $300 allowance for the first year only. The clothing choices will be supplied by administration and the orders will be placed by central office. Each employee will receive $150 every 3rd year, to purchase a jacket. New employees will receive one after 6 months of employment. It is mandatory that these clothing items be worn while working.

Article 4 - Employee Evaluation

4.1 Each employee is entitled to know his/her immediate supervisor's opinion of his/her employment performance. Therefore, it shall be required that at least one written evaluation be prepared annually for each employee. Specific and general summaries will contain the supervisor's opinion concerning the overall effectiveness of that employee. Such evaluations will be based on the sum total of the supervisor's observations and will include areas of strength and weakness and provide suggestions for improvement.

4.2 The supervisor will meet with each employee and discuss the evaluation summary. In the event the employee feels his/her evaluation is incomplete or unjust, he/she may state his/her objections in writing before signing the summary.

Article 5 - Leave of Absence

5.1 As long as substitutes are available, an employee may be granted a leave of absence for personal reasons without pay and shall maintain but not accrue seniority, provided he/she obtains advance written permission from the employer. Applications for such leave must be in writing on the form provided by the employer. Leaves of absence will not be given for the purpose of enabling the employee to work for another employer or to engage in any form of self-employment and any employee who obtains a leave of absence by misrepresenting the purposes thereof shall be discharged.

5.2 Personal Leave – personal leave is defined and restricted to conducting activities which cannot be scheduled outside of working hours. Such days shall not be permitted, by way of illustration, for recreational pursuits or seeking other employment. Use of personal leave shall be limited to two (2) days per year and will be deducted from the employee's sick day bank.

5.3 A driver may be allowed up to three (3) days with pay in the event of death in the immediate family. Funeral attendance is a requirement for the eligibility of this benefit. In the event of the death of an aunt or uncle, a driver may be allowed one (1) day with pay for funeral attendance.

Immediate family is defined as: spouse, parent, child, grandparents, grandchild, grandparents-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughters-in-law, sons-in-law, brothers, sisters.

This time may be extended with the approval of the Superintendent or designee.

5.4 The Board shall grant to any employee, on request, a leave of absence for the purpose of child birth. Salary shall not be paid during the leave periods. Fringe benefits shall cease unless the employee elects to continue the insurance coverage at her own expense. The employee shall be allowed sick leave pay to the limit of days accumulated upon entering the hospital and

continuing either until the amount accumulated is exhausted or the employee, in the opinion of her physician, is able to resume her employment duties. Sick leave provisions of this agreement will be coordinated with Board Policy # 4106 and accompanying provisions regarding the Family and Medical Leave Act of 1993.

5.4.1 Failure to apply for maternity leave as herein above specified shall result in termination of employment when the employee can no longer perform the duties.

5.4.2 Failure to return from a maternity leave on the date specified in said leave shall be conclusively deemed as a resignation unless granted approval by the Board.

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

Article 6 - Sick Leave

6.1 Employees shall earn one day per month in which they work eleven days or more, on average nine days per year, cumulative to 105 days with pay. These days will be added to each member's sick bank at the start of the school year.

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

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

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

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

Article 7 - Jury Duty

Employees shall be released for jury duty when called to serve, and shall be paid regular salary, except that when, in the opinion of the Superintendent, the employees' absence because of jury duty, will work a hardship and significantly impair the educational program, he/she (the Superintendent) may request of the court that the employee be excused from jury duty, with the understanding that such excuse is at the discretion of the court. Employees will be asked to provide the letter from the court stating that they served.

Article 8 - Seniority

8.1 Seniority shall begin from the day the employee is hired as a regular driver or swing driver. Each employee shall receive written notification as to the date he or she has become a regular driver for seniority purposes, at the end of the 90-day probationary period.

8.2 Annually, a seniority list will be created and reviewed by the transportation supervisor and association leadership. Each group will sign off their approval of the list and a copy will be provided to the payroll department.

8.3 Retired drivers may return to a full-time position but shall not accrue seniority.

Article 9 - Lay-off/Recall

9.1 When, as a result of economic necessity or a change in program, it becomes necessary to lay-off drivers, length of service (seniority) shall govern. Seniority shall also govern the order of recall of drivers.

Article 10 - Extra Trips

10.1 There are two types of rotations being used

- Posted
- Non-Posted (events that are not posted within the newsletter)
- Rotation does not start over from week to week

10.2 Trips will be posted no later than Friday prior to the bid and are for trips Monday through Sunday for the week being awarded. Trips can be posted up to three weeks out.

10.3 Trips will be selected by drivers that are present each Monday at morning, in the transportation office. If there is no school on Monday, the meeting will be held on the next school day. This meeting time is not paid.

10.4 A driver who is unable to make the meeting, must present their trip bid by proxy request or by choosing another driver to choose their trips. The Association Leadership and the transportation supervisor and Dispatcher must receive this information via email prior to the meeting.

10.5 Drivers can not intentionally go over 40 hours by selecting trips. Drivers who would be in overtime status must pass until the rotation cycle has been completed. At that time, they may select a trip.

10.6 There will be no trading of selected trips. If a driver can't fulfil their trip requirements they must turn the trip back in to the office. Unless there are extenuating circumstances the driver may face consequences.

10.7 Non-posted trips are issued as they come into the office.

- You must sign up to be included in this rotation
- Overtime is not figured into this rotation
- The office will contact the driver next in the rotation and said driver has 15 minutes to accept or pass
- Athletic trip that are contingent on a win will be issued by non-posted rotation

10.8 If a non-school day trip is cancelled less than twenty-four (24) hours prior to the scheduled trip, drivers will receive four (4) hours of pay. If a school day trip is cancelled less than twelve (12) hours prior to the scheduled trip, drivers will receive three (3) hours of pay. Snow days will be considered school days, since drivers are paid for the time off of work.

10.9 Extra trips will pay a minimum of two (2) hours.

10.10 When drivers take an overnight trip they will be paid until they reach the hotel/destination for the day and their pay will begin again upon departure from the hotel/destination the next day.

10.11 In the event a van is requested / decided upon in the place of a school bus on an assigned trip,

the assigned driver will receive four (4) hours of pay.

10.12 Trips on holidays and Sundays shall be paid at time and a half

10.13 When a trip does not allow time for a 30 minutes lunch break, employees may request pre-approval from the transportation supervisor to get a meal that will be submitted for reimbursement.

Article 11 - Continuity of Operations

11.1 Both parties recognize the desirability of continuous and uninterrupted operations of the school system. The Association accordingly agrees that it will not, during the period of this agreement, directly or indirectly engage in or assist in any strike as defined by Section I of the Public Employment Act.

11.2 Nothing in this article shall require the Board to keep schools open in the event of snow days/severe inclement weather or when otherwise prevented by an act of God.

Article 12 - Wages and Hours

12.1 The normal workday for drivers shall consist of five (5) to eight (8) hours per day, as assigned by schedule, and the normal workweek shall consist of twenty-five (25) to forty (40) hours per week.

Routes and/or shuttles bid and awarded at the August bid meeting shall establish the employee's guaranteed daily and weekly hours for pay purposes. Employees shall not receive less than the posted bid hours due to route, shuttle, scheduling, or student attendance changes occurring during the school year, including scheduled half days.

The Transportation Supervisor may assign transportation-related duties during an employee's guaranteed work hours to fulfill operational needs. Such duties may include covering routes, shuttles, trips, or assignments normally performed by another employee who is absent.

Time worked covering additional routes or assignments within an employee's guaranteed daily or weekly hours shall be considered part of the employee's guaranteed time and shall not constitute additional paid time beyond the employee's guaranteed hours unless the total hours worked exceed the employee's guaranteed schedule.

Attendance at required staff meetings, training sessions, safety meetings, or other District-directed meetings shall be compensated at the employee's regular rate of pay and shall be considered additional work time. Such time shall not be applied toward or included in the calculation of an employee's guaranteed daily or weekly hours.

Employees assigned or approved to perform trips or other District transportation duties that replace regularly scheduled assignments shall not suffer a loss of regular pay as a result of such assignment.

12.1.1 Time and one-half shall be paid for all hours worked over forty (40) hours in one week. Paid holidays and sick days shall not count as hours worked.

12.2 Drivers will be paid their hourly rate for all training required by the District. Drivers will also be paid while completing their CDL test, D.O.T. physical and any required drug and alcohol testing. Drivers will be allowed to use a school vehicle to attend the above required appointments or training. If a school vehicle is not available, drivers may submit a reimbursement form for their mileage. Staff will not be paid for travel time.

12.2.1 Drivers who do not complete a full year of service with the district shall be required to reimburse the District for the CDL test costs, physical, license expense and sign-on bonus if applicable.

12.3 Drivers employed in the summer months shall be paid their regular last school rate as per Schedule "C." The new year pay rate, will begin at the conclusion of summer school.

Article 13 - Posting and Bidding Positions

13.1 All routes and shuttles will be posted with anticipated time schedules for the purpose of bidding prior to the annual bid meeting.

13.2 Temporary routes/shuttles will include expected duration of route or shuttle.

13.3 Transportation personnel may be employed outside of their primary position if said position does not conflict with their job in transportation. Such employment may not be substituted for any part of the employee's transportation position. (The extra trip hours may be restricted by a 40 hour work week.)

13.4 Each year prior to school beginning, all shuttles/routes will be open for bidding. The bid meeting and job assignments will be completed no later than the annual staff orientation.

13.5 In the event a route is eliminated for any reason, the driver of the eliminated route will be paid for no less than the eliminated route time for their new assigned route.

13.6 If a route/shuttle becomes available during the year, it will be offered to regular drivers who can accommodate the new route/shuttle with their existing route/shuttle. These will be offered by seniority. If there are no interested drivers, it will be filled by a swing driver until the conclusion of the school year.

13.6.1 The duration of subbing on a regular scheduled route will end at the conclusion of a school year. At the end of the school year, the position shall be put up for bid along with all other routes.

13.7 All routes not filled via the bidding process shall be assigned to the least seniored available driver.

Article 14 - Grievance Procedure

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

Step 1 Oral conversation between grieved party and Transportation Supervision, within five (5) working days of the alleged infraction.

Step 2 The complaint will be formalized in writing and presented to the Transportation Supervisor. The Supervisor will present a written response within five (5) working days.

Step 3 The Human Resource Manager will review the written grievance and response. A grievance meeting will occur within five (5) working days, where the Human Resource Manager will be responsible for rendering a decision.

Step 4 The Human Resource Manager will forward the grievance and all responses to the Superintendent. Within (5) working days the Superintendent will conduct a meeting. The Superintendent will either issue a verbal ruling on the grievance at the conclusion of the session, backed by written response within five (5) working days, or have up to seven (7) working days to submit a written ruling, if he or she deems further investigation is necessary.

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

Article 15 - Term of Agreement

15.1 This agreement, when signed by both parties, shall be effective July 1, 2026, and continue in effect until June 30, 2029, without change unless changes are approved by both parties.

15.2 Matters of common concern may be subject to negotiations at any time during the period of this agreement upon mutual agreement of both parties.

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

15.4 Employees shall be required to keep the employer informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his or her last address on record with the employer shall constitute a notice to the employee of the contents of such communication.

15.5 In witness whereof, the parties hereto executed this agreement on this 20th day of August, 2026.

FOR THE BERRIEN SPRINGS TRANSPORTATION ASSOCIATION

_____

Dionne Berry, President

FOR THE BOARD OF EDUCATION



Dr. Thomas Bruce, Superintendent

SCHEDULE A

HOLIDAYS - Drivers shall be eligible for pay on the following:

1. Friday prior to Labor Day
2. Labor Day
4. Thanksgiving Day
5. The Friday following Thanksgiving
6. Christmas Eve and Christmas Day
7. New Year's Eve and New Year's Day
8. Good Friday
9. Memorial Day
10. President's Day or Martin Luther King Day as scheduled by District

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

1. The last scheduled workday preceding the holiday and the first scheduled workday following the holiday is worked, (unless approved by the supervisor.)

2. The employer may require work on holidays. If so, the employee shall be paid at his/her regular rate for those hours. This shall be paid in addition to the holiday for which that employee qualifies.

SCHEDULE B

FRINGE BENEFITS:

Drivers who are assigned a route with 25 hours or more weekly for the entirety of the school year will receive the following:

- $575 per month for the 26-27 school year, $625 for the 27-28 school year and $675 for the 28-29 school year toward the Essentials health plan with the addition of dental and vision at no additional cost

- $900 per year cash in lieu option for those who don't elect health insurance as well as dental and vision at no cost. The cash in lieu payments will be spread over 18 pays.

- Life insurance is $15,000

Employees that choose to enroll in the health care plan will be responsible for the balance due on the plan. The premium will be deducted from their pay on a pre-tax basis and will be deducted over 18 or less pays per calendar year.

Chiropractic Reimbursement

- A total reimbursement in the amount of $80 for chiropractor visits for the school year for newly hired staff.
- Staff employed for two full years + will receive $160 each year.

SCHEDULE C – HOURLY RATE SCALES

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

BUS DRIVERS

	Probation – 2 Years	3 Years and above
2026-27	$21.49	$24.75
2027-28	$22.13	$25.49
*2028-29	$22.79	$26.25

VAN DRIVERS

	Probation – 2 Years	3 Years and above
2026-27	$19.09	$21.22
2027-28	$19.66	$21.86
*2028-29	$20.25	$22.52

- If the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, exceeds 4 **%** for the preceding calendar year, either party may request to reopen negotiations solely regarding wages. Such request shall not obligate either party to modify compensation and shall not create an automatic entitlement to any wage adjustment. The parties shall meet in good faith to consider the impact of inflation on employees and the District's financial condition, including available revenues, state funding, and budgetary constraints.

LONGEVITY SCHEDULE

The employee is to make a request for payment, during the winter or spring break check.

STEP	10-15 Years	$ 750
	16-20 Years	$ 1000
	21 Years & Over	$ 1250

Perfect Attendance Bonus – A full year driver who achieves perfect attendance (no absences for any reason) will receive $500 in recognition for their outstanding attendance record.

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

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