**AGREEMENT BETWEEN**

**BOARD OF EDUCATION**

**of**

**SAULT STE. MARIE AREA PUBLIC SCHOOLS**

**and**

**SAULT STE. MARIE TRANSPORTATION ESP**

**July 1, 2026 to June 30, 2029**

## TABLE OF CONTENTS


| | | |
|---|---|---|
| ARTICLE I | MANAGEMENT RIGHTS | **3** |
| ARTICLE II | RECOGNITION | **4** |
| ARTICLE III | REPRESENTATION AND GRIEVANCE PROCEDURE | **5** |
| ARTICLE IV | DISCHARGE AND SUSPENSION | **9** |
| ARTICLE V | SENIORITY, LAYOFF AND PROMOTIONS | **9** |
| ARTICLE VI | WAGES, HOURS, AND WORKING CONDITIONS | **13** |
| ARTICLE VII | VACATION, SICK LEAVE AND OTHER LEAVE | **15** |
| ARTICLE VIII | INSURANCE | **21** |
| ARTICLE IX | BUS DRIVING | **25** |
| ARTICLE X | MISCELLANEOUS | **28** |
| ARTICLE XI | DURATION | **30** |
| APPENDIX "A" | SALARY SCHEDULES | **31** |

**SAULT STE. MARIE AREA PUBLIC**
**SCHOOLS SAULT STE. MARIE, MICHIGAN**

**BUS DRIVER AGREEMENT**
**July 1, 2026 to June 30, 2029**

THIS AGREEMENT (the "Agreement"), effective July 1, 2026, by and between the Board of Education (the "Board") of Sault Ste. Marie Area Public Schools (the "District"), Sault Ste. Marie, Michigan, (collectively, the "Employer"), party of the first part, represented by the Michigan Education Association (MEA), the bus driver unit, (the "Union"). The parties, having reached an agreement for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and promoting harmony and efficiency to the end that the parties may mutually benefit, agree as follows.

## ARTICLE I
## MANAGEMENT RIGHTS

**SECTION 1 - Management Rights** - The Board, on its own behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing;

a. the right to the executive management and administrative control of the school system and its properties and facilities, and the work-related activities of its employees;
b. to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
c. the exclusive right to plan the work, direct the work force, determine qualifications as referred to in this Agreement, hire new employees, and discipline employees for just cause; and

d. to make reasonable provisions for the health, safety, and first aid of its employees during hours of employment.

The Employer agrees not to use their management rights for the purpose of discrimination and any grievance arising out of the exercise of this right and responsibility shall be subject to the grievance procedure. This section is not to conflict or disagree with the Agreement between the parties or any state or federal law.

## ARTICLE II
## RECOGNITION

**SECTION 1 - Recognition** - The Union and the MEA shall be and is hereby recognized as the sole and exclusive collective bargaining agency for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the employees of the Employer, as defined in this paragraph. The term "employees," as used in this Agreement, shall mean all bus drivers, including the Sugar Island Bus Driver, Activity Bus Driver, Special Education Drivers, and School to School Shuttle, with the exception of supervisors, substitute drivers, and temporary workers.

The Employer shall not negotiate individually with any bargaining unit member concerning wages, hours, or terms or conditions of employment.

**SECTION 2 - Non-Discrimination** - The Employer recognizes and will not directly or indirectly interfere with the rights of employees to be members of the Union and will not discriminate against employees on account of Union membership or activity. Neither the Union nor any of its members will intimidate or coerce any employee or interfere with his/her right to work because of his/her refusal to participate in Union membership or activity.

**SECTION 3 – Union Meetings** An employee shall be able to attend union meetings and functions (one per month) provided that prior notice (24 hours) be given to the supervisor. It is understood that the employee must make up said time. It is also understood that said request may be denied in emergency situations.

**SECTION 4 - School Facilities** - The Union shall have the right to use school facilities, as approved by the administration, for union-related meetings. Telephones and inter-school mail will be available for legitimate union business. Any costs associated with the use of the Employer's telephones will be reimbursed by the Union.

**SECTION 5 – Staff Performance Recognition** - The Board will recognize employees who have demonstrated outstanding individual and/or team performance. The District shall establish a Board Policy and Administrative Guideline for such staff recognition.

## ARTICLE III
## REPRESENTATION AND GRIEVANCE PROCEDURE

**SECTION 1 - Definition**

a. A grievance is an oral and/or written complaint upon an event or condition which is allegedly in violation of this Agreement.
b. The "grievant" is the person or persons making this claim.
c. The term "employee" is defined in Article I of this Agreement.
d. The term "days" shall mean school days during the academic year and calendar days when the administrative office is open during the summer months between academic years.

**SECTION 2 – Grievance Requirements**

Before submitting a grievance, the claimant shall discuss it with his/her immediate supervisor individually or together with his/her Association representative.

A written grievance shall:

a. Be signed by the grievant(s);
b. Be specific;

c. Contain a synopsis of the facts giving rise to the alleged violation;
d. Cite the Article and section/subsection of the Agreement alleged to have been violated;
e. Contain the date of the alleged violation; and
f. Specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations set forth in this Article.

**SECTION 3 – Grievance Committee** - For the purpose of effectively representing the employees coming within the jurisdiction of the Union and this Agreement, the Union shall select a grievance committee consisting of three members, all of whom shall be employees. The Union shall furnish the Employer with the names of the grievance committee members and the Employer agrees to deal with these representatives of the Union in settling grievances and in bargaining under this Agreement. Employees attending mutually arranged grievance meetings will not lose any regular pay. Employees will not be paid extra for time spent outside of regularly scheduled hours.

**SECTION 4 - Grievances** - Any step of the grievance procedure may be extended by mutual written agreement between the parties. A matter involving two or more employees and the same issue, may be submitted by the Union as a class action grievance in writing within ten (10) days of the event giving rise to the grievance or not later than ten (10) days after the facts giving rise to the grievance should have reasonably been known to the employees involved. In no instance shall the time period extend thirty (30) days.

**SECTION 5 - Grievance Procedure** - To be considered in the grievance procedure, a grievance must be filed not later than ten (10) days after the event giving rise to the grievance or not later than ten (10) days after the facts giving rise to the grievance should have reasonably been known to the employee(s) involved.

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

**STEP # 1:**

An employee who has a grievance concerning his/her employment should promptly, and in no event later than ten (10) days after occurrence, inform orally his/her immediate supervisor. The Supervisor shall then set a place and time within the next five (5) days for an oral presentation of the grievance. If the aggrieved employee wishes, a grievance committee member may assist the employee in the oral presentation.

If the aggrieved employee does not receive a satisfactory answer within five (5) days after the oral presentation, the grievance may be submitted in written form to the immediate supervisor to be submitted to the Superintendent or his/her designee at Step #2, provided the submission is made within five (5) days following an unsatisfactory answer at Step #1 or lack of answer thereof.

**STEP #2:**

Upon receipt of the written grievance, the Superintendent or his/her designee shall set a hearing to be held within ten (10) days from the date the written grievance is submitted. The aggrieved employee may have a member of the Grievance Committee represent them at the hearing.

If the aggrieved employee does not receive a satisfactory answer or no answer within ten (10) days after the written grievance is heard in Step #2 by the Superintendent or his/her designee, the union may request that the written grievance be submitted to Step 3.

**STEP #3:**

Upon receipt of the appeal from Step 2, the Superintendent or his/her designee shall schedule a Step 3 meeting to be held within ten (10) days. The aggrieved employee shall have the assistance of the Grievance Committee at the hearing as well as a representative of the MEA.

If the aggrieved employee does not receive a satisfactory answer or no answer within ten (10) days after the written grievance is heard in Step 3 by the Superintendent or his/her designee, the Union may give written notice to the Superintendent of its intention to give to arbitration.

**STEP #4:**

Within ten (10) working days from receipt of the Step #3 answer, or lack of answer thereof, either party may request the Michigan Employment Relations Commission to assign a Mediator to assist in resolving the grievance.

If neither party requests mediation, or if mediation services are unavailable or unsuccessful, either party may file for arbitration with the American Arbitration Association with a copy of the notice sent to the other party.

Either party desiring to arbitrate will notify the other party in writing setting forth the matter or matters to be arbitrated. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The selection of an arbitrator and the conducting of the hearing will be in accordance with their procedures and rules, and the Michigan Uniform Arbitration Act, MCL 691.1681 et seq., as amended. The arbitration proceedings shall be held at District offices. Both the District and the Union shall have the right to strike no more than three names from the list of arbitrators. The Union shall strike the first name; the District shall then strike one name. This process shall be repeated three times.

The decision of the arbitrator will be final and binding on the parties. The arbitrator will have no power to add to, detract from, or modify the Agreement, and the subject of a general wage increase shall not be subject to arbitration. The expense of the arbitrator will be borne equally by the parties hereto. A grievance, to be subject to arbitration, must involve the meaning or application of the Agreement or an alleged violation thereof. Employees attending grievance meetings shall not be paid extra nor lose time while attending such meetings.

The Grievance Committee shall have the right to call in a representative of the MEA at any time. The Chairman of the Grievance Committee will be permitted a reasonable amount of time away from his/her work with pay to assist in the adjudication or investigation of grievances or complaints. The Chairman shall attempt to perform such duties at such times as will have a minimal effect on the Chairman's work and will secure the consent of the Supervisor before leaving. Such consent shall not be arbitrarily withheld.

Expedited arbitration may be utilized by mutual agreement of both parties.

## ARTICLE IV
## DISCHARGE AND SUSPENSION

**SECTION 1 - Discharge and Suspension** - An employee who is discharged or suspended, who considers such discharge or suspension without just cause, may present a grievance within ten (10) days of such action, as provided in Article III, Section 4, to the Third step of the grievance procedure.

## ARTICLE V
## SENIORITY, LAYOFF AND PROMOTIONS

**SECTION 1 - Seniority -** Seniority shall mean the amount of seniority accumulated by the employee as a regular employee of the school district. Unit seniority shall mean the amount of seniority accumulated by the employee within each identified group within the bargaining unit.

The parties agree that a lottery system will be used for employees hired on the same date.

**SECTION 2 - Loss of Seniority** - Seniority shall be broken only by discharge, voluntary quit, retirement, or layoff for more than two (2) years, or not returning from a leave of absence within two (2) years. In the event of recall, a laid off employee shall be given one week's notice of recall by certified mail to the employee's last known address. In the event the employee fails to make him/herself available for work at the end of said one (1) week without an acceptable reason, all seniority rights shall be lost under this Agreement.

If the employee is absent from work for two (2) consecutive working days without notifying the Employer prior to or within such two (2) day period of a justifiable reason for such absence, if it was possible for such notice to be given, the employee shall lose all seniority rights under this Agreement.

A bargaining unit member who accepts a position with the Employer in another bargaining unit of the MEA will have their seniority in the bargaining unit frozen as of the first day they accept the position in the other bargaining unit. An employee who transfers to an excluded position with the Employer has one year to indicate in writing to the Employer of their wishes to return to their former position in the bargaining unit and must return within one year.

Any employee staying in a supervisory position after one (1) year shall not have the right to return to the bargaining unit unless such time period is mutually extended by the bargaining unit and the Employer.

**SECTION 3 - Promotions** - The parties recognize that job opportunity and security should increase in proportion to length of service and ability to perform the work. It is agreed therefore that in all cases of promotion, demotion, transfer, recall, and layoff the following factors shall be considered:

a. bargaining unit seniority
b. physical fitness for the work
c. ability (qualifications) to perform available work

The term "qualification," as used in this Article, shall mean the ability to perform the job duties, meet all physical requirements of the job, holding all required certifications and/or licenses, as well as having positive evaluations, attendance, and discipline records.

Where factors (b) and (c) are relatively equal, bargaining unit seniority shall be the governing factor. In the event of a dispute over the relative equality of factors (b) and (c) in the case of any employee, a trial period of thirty (30) days or a certification period of ninety (90) days shall be provided if requested by the grievance committee of the Union after a full discussion of the matter with the Employer. The question of ability and/or physical fitness for the job shall be determined by the Employer at the end of such trial/certification period.

Job announcements may be posted internally and externally for six (6) days. Jobs may be posted for fewer working days upon agreement of the Union and the District. When awarded a bid, the employee will be moved within twenty (20) working days.

An employee awarded a position or bumping into a position will have the option of returning to their previous job within twenty (20) working days if they find they are not suited for the position.

The District may run the internal and external posting concurrently if they are aware that no internal candidate possesses the qualifications to be awarded the position. Should an internal candidate present the District with evidence of meeting the qualifications during the internal bid process, the existing employee with highest Unit seniority will be awarded the position.

**SECTION 4 - Reduction in Force -** In the event of a reduction in force that necessitates the layoff of any employee from the system, the employee with the least seniority within the bargaining unit will be the first to be laid off regardless of his position. However, to be retained or recalled the employee or employees must be able to perform available work efficiently.

Employees to be laid off for an indefinite period of time will be given a written notice of layoff at least ten (10) working days prior to the effective date. Notice will be provided to the Union.

When it is necessary to reduce the number of employees in any job classification due to elimination of the job, a reduction in the number of employees in that job or other reason, the employee on the job with the least seniority will be released from that job. Such employee will then be allowed to displace an employee with less unit seniority on another job classification provided the displacing employee is able to satisfactorily perform the duties of the job the employee seeks to displace into. Any employee displaced under this procedure will, in turn, have a like right until, by the process of elimination, the employee with the least unit seniority is laid off or, if no layoff is contemplated, is assigned other work by the Employer.

Employees on layoff shall be placed at the top of the substitute list and given priority status and will be paid the regular union rate of pay for the job they are performing. Employees who are collecting unemployment compensation benefits agree to forfeit their eligibility for such benefits for the day(s) they are called to work and do not report for work.

Laid off employees shall have their sick leave frozen during the time of layoff. Employees shall be removed from the layoff list after a two year period, and shall no longer be subject to recall.
Any employee who has been accepted into a new position through the displacement procedure will be placed in the new position no later than a month after acceptance, when possible.

**SECTION 5 - Probation** - New employees shall be on probation for a period of one hundred twenty (120) working days before they accrue seniority rights and the right to release such probationary employees shall be vested exclusively in the Employer regardless of other provisions of this Agreement. Probationary employees retained in excess of one hundred twenty (120) working days shall have seniority from date of hire. The one hundred twenty (120) working day probationary period may be extended by mutual agreement by thirty (30) working days.

**New Employees** - Within two weeks following the end of the probationary period, the employer will notify the union secretary of the status of the employee.

If a vacancy is posted within the bargaining unit during an employee's probationary period, the employee will be permitted to bid providing they meet the prescribed qualifications, however, their selection shall be at the sole discretion of the District without recourse to the grievance procedure. If the employee is selected for the promotion, a new one hundred twenty (120) working-day probationary period will be required.

**SECTION 6 - Permanent Vacancies** - Within ten working days after the actual occurrence of a permanent vacancy, a notice will be electronically mailed to all members of the bargaining unit. One paper copy will be sent by U.S. mail to the Lead Association Representative. It is the Association Representative's responsibility to notify membership of the position. The notice will contain the position, its location, and hours when less than full time. All positions will be abolished and re-bid that have a permanent minimum change of two hours in assignment or change that would cause a change in benefits or when there is a change in primary duties.
Should the position remain vacant after the bidding process, a new employee will be hired in a reasonable amount of time, if it is deemed that the position is necessary.

**SECTION 7 - Temporary Vacancies** - When temporary vacancies occur, they will be filled on the basis of seniority and qualification without undue interference with the regular work schedule. Vacancies hereunder shall not be subject to the bidding procedure.

**SECTION 8 - Performing Supervisory Work** - When a supervisor is absent, the person appointed by the administration in writing, to take their place shall receive one dollar ($1.00) per hour above their present rate for the time spent replacing the supervisor.

Upon mutual agreement between the union and administration, the administration may offer supervisory duties to an employee regardless of seniority. The administration will give initial consideration to employees within the bargaining unit. The supervisory duties are not considered automatically part of a specific work assignment. The employee has the right to refuse the duties, and/or accept a trial period of one year or less. At the end of the trial period, the employee may retain the supervisory duties or return to their former duties.

## ARTICLE VI
## WAGES, HOURS, AND WORKING CONDITIONS

**SECTION 1 - Schedules** – Unless a position is bid otherwise, there is hereby recognized a normal five consecutive day week, Monday through Friday with lunch breaks.

The employees shall be entitled to a fifteen (15) minute relief period during a.m. and p.m. portions of the day. Breaks for bus drivers may be scheduled differently so as not to interfere with bus runs.

**SECTION 2 - Wages** - The wage rates for all job classifications covered hereunder are shown on the Wage Schedule attached hereto and made a part hereof as "Schedule A". The administration will continue to place vacation and sick leave balances on electronic paycheck stubs.

**SECTION 3 - Compensation for Field Trips** - For all field trips confined to a single day, the rate will be applied to actual driving time from departure until returning to base. Time shall be

computed from the time the employee is ordered to report to work and registers in, and until the time the employee is effectively released from duty.

Overnight trips: the driver will be entitled to a minimum of his/her regularly scheduled hours at his/her regular rate. For hours in excess of the regularly scheduled hours, Article IX, Section 9, Overnight Trips applies.

All unit members will receive his/her payroll compensation by direct deposit.

**SECTION 4 - Overtime** - Time and one-half (1.5) shall be paid for all hours worked in excess of forty (40) hours per week. No employee will be required to take time off to offset overtime worked. All overtime must be preapproved by the employee's immediate supervisor. All hours working, including overtime, must be submitted to the employee's supervisor on a time sheet. Failure to follow these requirements will result in a denial of overtime pay.

**SECTION 5 – Emergency Conditions or Inclement Weather** - Employees reporting for duty at the Employer's request for work which is outside of and not continuous with their scheduled work period, shall be guaranteed two (2) hours pay at the rate of time and one-half their regular rate. If due to inclement weather or other emergency conditions, the school district is closed down by order of the Superintendent, bargaining unit members will not lose time or pay providing they are in pay status and are scheduled to work. If the District is closed due to a state or federal order regarding COVID-19 or any other health emergency, the employee may be required to perform other tasks for the District upon discussion of the parties. Employees who report for work because of essential services requirements, shall be compensated at one and one-half times their regular rate of pay, or at the employee's option, with the approval of the supervisor, equivalent time off work at the rate of time and one-half, with pay at a later date. At the beginning of the school year, the Employer shall inform employees who are assigned to "essential service positions."

**SECTION 6 - New Positions** - Whenever the Employer establishes a new position different and distinct from those now in existence or makes a substantive change in an existing position, the

Employer will immediately notify the Union, giving all pertinent information relative to the new or changed job. The parties will then meet promptly to attempt to agree on a rate of pay for such job. If the parties agree on a new rate of pay, it becomes effective with the institution of the new job.

If the parties are unable to agree on a new rate or if they are unable to agree on whether or not a job change is substantive enough to warrant a rate change, the Employer may institute the rate proposed by the Employer and the Union shall have ten (10) days in which to file a grievance protesting the equity of such rate and the matter will be processed through the grievance procedure, including arbitration. In the event a grievance is filed hereunder, the Employer shall not be liable for more than up to ten (10) days back pay prior to the date the grievance was filed. Any rate adjustments made hereunder shall be kept equitable with already existing rates in so far as possible. Employer shall not be liable for back pay beyond the date the grievance was filed.

## ARTICLE VII
## VACATION, SICK LEAVE AND OTHER LEAVE

**SECTION 1 - Holidays** - The employees will be entitled to the following holidays off with pay for regularly scheduled hours at regular rates for the following days only if normally scheduled to work the week of the holiday: New Year's Day, Good Friday (in lieu of Good Friday, Easter Monday or March Professional Development Day), Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24, Christmas Day, and New Year's Eve. Holidays occurring during Christmas and spring break are not subject to the above limitation. Employees scheduled to work on any listed holiday shall be paid straight time for such work in addition to the idle holiday allowance.

Should any of the above holidays fall on Saturday, Sunday, or a day when school is in session, the individual will select a mutually agreeable substitute day when school is not in session.

To be eligible, the employee shall have worked the last scheduled workday prior to and the next scheduled workday following the holiday unless the employee is on an approved absence. If the

employee is on an approved absence that is unpaid either the day before or after, or both, they will not receive holiday pay.

**SECTION 2 - Vacation** – Employees Hired before July 1, 2014

The employees shall be entitled to vacation as follows:

| | |
|---|---|
| Beginning one (1) year | 9 Days |
| Beginning three (3) years | 10 Days |
| Beginning seven (7) years | 13 ½ Days |
| Beginning ten (10) years | 15 Days |
| Beginning fifteen (15) years | 19 Days |
| Beginning twenty (20) years | 22 Days |

The vacation week shall be construed to mean the employee's regular workweek with pay for the number of hours they are normally scheduled to work.

**SECTION 3 - Sick Leave** – Employees Hired Before July 1, 2014

Employees will be granted 1.35 days sick leave per month worked for personal illness. The sick leave may also be used for family illness (up to five (5) days) and personal business (up to two (2) days). Personal business leave requests must be in writing and submitted at least five (5) working days in advance of the anticipated absence. In cases of emergency the employee shall inform the Personnel Office as soon as possible. Immediate family shall be interpreted as husband, wife, mother, father, sister, brother, children, grandchildren, father and mother-in-law, and grandparents of member or spouse, this also includes a dependent living in the immediate household. The term household is interpreted as those who dwell under the same roof and comprise a family or domestic establishment. It is understood that the maximum earned for the above is 12.15 days, and the employee's regular rate shall be paid for such time off. Employees may be permitted to use sick leave for a catastrophic family illness subject to Superintendent or Designee approval and not subject to the grievance procedure. Sick leave is subject to unlimited accumulation.

The employer may request a doctor's certificate covering any illness exceeding three (3) consecutive days.

Earned Sick Time Act: The district will follow the ESTA Act as per regulations.

Sick leave and personal leave may only be taken when an employee is actually at work or scheduled to work and not on leave or vacation except that:

a. Sick leave will be granted to employees on vacation upon presentation of a doctor's certificate.
b. Personal leave may be used by employees to cover time off during scheduled school calendar breaks if the employee has not earned enough vacation to be paid for the days.

**SECTION 4 – Paid Time Off** – Paid Time Off (PTO) schedule for employees hired after July 1, 2017.

a. PTO will be granted to employees for the number of school break days that are not already paid under Article VII Section 1 (Holidays) plus ten (10) PTO days. Employees shall accrue these paid leave benefits in proportion to the number of days actually worked during the contract year. Any period of leave without pay shall result in a **corresponding reduction (proration)** of paid leave entitlements. The proration shall be calculated based on the ratio of days worked to the total number of scheduled workdays in the contract year.
b. Employees may choose to bank any unused days up to a maximum of 5. All unused or unbanked days for employees will be paid on June 30. All PTO days may be used for Earned Sick Time Act (ESTA) purposes.

**SECTION 5 - Funeral Leave** - An employee shall be allowed up to three (3) days with pay as funeral leave, not deducted from sick leave, for a death in the immediate family. Immediate family is defined as parent, parent-in-law, spouse, child or spouse of a child, sibling, stepchild, grandparents of member or spouse, grandchildren and dependent relative living in the employee's household.

Employees shall be allowed one (1) day with pay as funeral leave, not deducted from sick leave, for the death of a brother-in-law, sister-in-law, aunt and uncle of employee or spouse. An employee may be allowed to use accumulated vacation days, with approval of the District, if additional days are needed.

**SECTION 6 - Unused Sick Leave** - Those employees who have accumulated unused sick days in excess of 100 days will receive upon retirement, a one-time payment for the number of unused sick days accumulated during their last six (6) years of employment payable into the deferred compensation plan agreed to by the Group and Administration each Fall according to the following procedure:

$40.00 per day for those employed at least five (5) hours or more per day.
$25.00 per day for those employed for four (4) hours per day.
$20.00 per day for those employed for three (3) hours per day.
$15.00 per day for those employed for two (2) hours per day.
$10.00 per day for those employed for one (1) hour per day.

**SECTION 7 – Unpaid Leaves** – Bus drivers have the right to submit for days off without pay. All paid leave must be used prior to applying for unpaid leave. The member shall submit their request to the immediate supervisor. Granting of such leave shall be at the sole discretion of the school district or supervisor.

Employees taking Leave without Pay will cover the prorated premium cost of insurance. Leave without pay accumulating to ten (10) days during a fiscal year will result in the member no longer being eligible for Board paid fringe benefits including but not limited to hospitalization. The member may continue coverage at his or her own expense. A day is based on the driver's scheduled regular route hours.

All bus drivers must use their paid vacation during school breaks and not during the regular school year when school is in session. However, Bus drivers can submit for days off based on availability of substitutes. In order for vacation days to be used when school is in session, approval of the bus supervisor must be obtained, and an authorized substitute much be in place. Failure to follow procedure may lead to action on the part of the administration. Denial of time off requests under this section is not subject to the grievance procedure.

Neither Vacation nor unpaid leave shall be granted for the first or last day of the school year nor on the first working days preceding or following a vacation period or holiday, except in cases of

extreme emergency. The member must have the approval of the immediate supervisor on such emergency leaves.

Exceptions to this rule will apply. If a sub driver is available and willing to take the scheduled runs and if the direct supervisor approves, the employee may request the days off, a final decision is not subject to the grievance procedure.

**SECTION 8 – Extended Leave of Absence** - The Superintendent or Designee may consider a leave of absence without pay for one (1) year with the possibility of one extension for a second year. An employee desiring a leave of absence shall file a written request for such leave with the Superintendent, or designee, outlining the reason for such request and the duration of the leave requested and a copy of said request shall be sent to the recording secretary of the Local Union.

Leave of Absence will only be granted for appropriate reasons and no leave will be granted for the purpose of working elsewhere. Any employee working elsewhere during a leave of absence granted hereunder will be terminated immediately.

Leaves of absence will be for a pre-determined time period and the employee will either:

a. return to work at the expiration of a leave
b. request and receive an extension of such leave
c. terminate his employment on the date the leave expires.

An employee on leave of absence will forfeit any right to bid on vacancies that may occur during such leave and will have no inherent right to any promotions that occur during such leave upon return to work.

During any unauthorized leave of absence without pay of more than fifteen (15) consecutive calendar days, a member will not be eligible for any fringe benefits paid by the Board including but not limited to hospitalization until a new school year begins in September.

Upon return to work after a leave of four (4) months or less, the employee will be returned to the job last held before such leave. An employee returning from a leave of four (4) months or longer will be placed in the job formerly held if possible or as an alternative, may be placed on another position at equal pay. Seniority will accrue during such authorized leave of absence.

**SECTION 9 - Medical Leave of Absence -** The Superintendent or Designee may consider a medical leave of absence without pay for one (1) year with the possibility of one extension for a second year for an employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick leave and vacation leave.

An employee desiring a medical leave of absence shall file a written request for such leave with the Superintendent of designee including evidence of disability satisfactory to the District. Any employee working elsewhere during a leave of absence granted hereunder will be terminated immediately.

Leaves of absence will be for the period of continuing disability, but not to exceed one (1) year, and the employee will either:

a. return to work at the expiration of a leave
b. request and receive an extension of such leave
c. Terminate his/her employment on the date the leave expires.

An employee on leave of absence may bid on vacancies, which occur during such leave; however, they must be able to assume the position within ninety (90) calendar days of the award date.

During any authorized leave of absence without pay of more than fifteen (15) consecutive calendar days, a member will not accrue sick leave.

During any medical leave of absence granted, the employee shall continue to accumulate seniority.

Upon return to work after a leave of four (4) months or less, the employee will be returned to the job last held before such leave. An employee returning from a leave of four (4) months or longer will be placed in the job formerly held if possible or as an alternative, may be placed on another position at equal pay.

Childcare leave without pay will be granted at a time requested in writing by the employee for a period of not more than one (1) year after the birth/adoption of said child.

**SECTION 10 - National Guard Reserves** - Employees who are members of the National Guard Reserves, the parties agree to abide by applicable state and federal laws.

**SECTION 11- Jury Duty or Witness** - An employee who serves on jury duty or witness will be paid the difference between the pay for jury duty and their regular pay. Employees shall furnish a written statement from the court showing the day and time of jury or witness duty and the amount of jury or witness fees they were eligible to receive for each day.

## ARTICLE VIII
## INSURANCE

**SECTION 1 - Insurance** – The district reserves the right to modify the insurance coverage or change carriers subject to the hard caps. Medical and other insurances will start the beginning of the month after the first day of work.

**SECTION 2 - Life Insurance Coverage** - The Employer will provide Life Insurance coverage, including double indemnity for accidental death and dismemberment, in the amount of $20,000.00. The Employer shall pay the cost of this coverage.

The insurance outlined above shall be available to all employees who indicate a desire for such coverage immediately without a physical examination. Any employee who does not indicate a desire for such coverage immediately may be required to take a physical exam if he/she later requests such coverage, in accordance with insurance carrier rules.

**SECTION 3 – Insurance Coverage** – Part-time employees who elect coverage, are eligible for coverage based on the following participation rate:

Employees scheduled to work 6.00 hours to 6.69 hours per day may elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 70% of the insurance caps toward such coverage.

Employees scheduled to work 6.70 hours to 7.79 hours per day could elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 80% of the insurance caps toward such coverage.

Employees scheduled to work 7.80 hours to 7.99 hours per day could elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 90% of the insurance caps toward such coverage.

**SECTION 4 – Health Insurance** - The District will provide a partial premium towards medical insurance coverage, subject to the provisions of PA 152. This coverage shall be available for twelve (12) months to all employees working the full calendar year from January 1st – December 31st.

**SECTION 5 - Dental Insurance** - The District will provide full family coverage for an incentive dental insurance plan for all members of the bargaining unit, subject to the provisions of PA 152.

**SECTION 6 - Prescription Drug Plan** - The District will provide prescription drug program insurance coverage subject to the provisions of PA 152.

**SECTION 7 – Vision Insurance** - The District will provide full family vision insurance subscriber coverage for members of the bargaining unit, subject to the provisions of PA 152.

**SECTION 8 - Short Term Disability** – The District agrees to provide a Short-Term Disability insurance plan for members with PTO. The coverage will begin after fulfilling the eight (8) day disability requirement. The weekly benefit shall be based on carrier benefit rates. The benefit will continue until the member satisfies the requirements for Long Term Disability coverage as noted in this agreement.

All claims are subject to the provisions of the insurance underwriter. All disputes are expressly barred from the scope of the Grievance Procedure and therefore from the jurisdiction of an arbitrator.

**SECTION 9 – Long Term Disability** – The District agrees to provide a Long-Term Disability insurance plan for all bargaining unit members, such coverage starting after 180 calendar days of disability, at the rate of sixty percent (60%) of the employee's monthly salary at the date of disability, up to a maximum monthly benefit of $2,500.00 with a modified fill. Monthly benefits shall continue until death, age 65, or recovery, and for a maximum of two (2) years for alcoholism/drug addiction or mental/nervous reasons. All claims are subject to the provisions of the insurance underwriter. Any and all disputes are expressly barred from the scope of the Grievance Procedure and therefore from the jurisdiction of an arbitrator.

**SECTION 10 - Payment in Lieu of Insurance Coverage** – For employees hired before January 1, 2018, and currently on cash in lieu, cash in lieu will continue at a rate of $200 per month on the condition that: (1) employee voluntarily and in writing opts out of the available medical health care plan, and (2) provides documentation to the Superintendent's designee that the employee has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Health Care Act.

**SECTION 11 - Insurance Caps**

Effective January 1, 2027, the Employer shall contribute the following to an employee's election of insurance coverage for a medical benefit plan:

| | |
|---|---|
| Single Subscriber | $8,180.35 per year |
| 2-Person Subscriber | $17,107.66 per year |
| Full Family Subscriber | $22,310.11 per year |

Effective January 1, 2028, the Employer's contribution to the employee's medical benefit plan costs shall be no less than the hard cap numbers identified by the Michigan Department of Treasury for each coverage category. If the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. is amended during the term of this Agreement to eliminate the hard cap, the Employer's contribution towards insurance costs will not exceed 3 percent (3%) over the previous year's contribution.

Cap figures are applied to the total cost of premium, taxes, and fees as per PA 152. Co-pays shall be calculated for insurance costs from January 1 – December 31, and be spread over the January – December pays.

The district reserves the right to modify the insurance coverage or change carriers subject to the insurance caps listed above.

The employee co-pay will be equal to any costs over the above rates and will be deducted from the bargaining unit member's pay by payroll deduction. The Board agrees to maintain a qualified IRS Section 125 *Cafeteria* Plan that the bargaining unit member may enter into; employee portions will be deducted by a salary reduction agreement. In the event the said options become taxable, the Board shall not be liable for said taxes, subject to the provisions of PA 152.

## ARTICLE IX
## BUS DRIVING

**SECTION 1 – License Fees** - Bus drivers will be reimbursed by the District for the cost of their commercial Driver's License upon presenting a receipt. Costs for required training shall be paid by the District.

Bus drivers will be reimbursed at their hourly rate for attendance at required bus driver school for the number of hours school is in session upon the successful completion of the program. In addition, drivers will receive mileage and meals, by receipt, up to the Board approved rate.

Bus drivers will be reimbursed for the cost of road test license fees for Commercial Driver's License upon successful completion of the road test. Drivers requiring multiple attempts to pass the road test will receive reimbursement for only one (1) successfully completed road test.

Drivers required to take road tests due to infractions of the motor vehicle code will not be reimbursed for their road test.

**SECTION 2 – Driving Violations** - Upon notification to the District of the arrest or conviction of any bus driver for the offenses of careless driving, reckless driving, any alcohol or drug related offense, or the failure to pass any drug or alcohol screening, or failure to complete drug or alcohol screening as directed, the driver will be suspended without pay from driving school buses until such time as:

a. All disciplinary action, if any, is concluded.
b. Employee completes referral process to District Employee Assistance Program, if directed.
c. The driver meets all standards for licensing under Michigan law.
d. The driver is fully insurable by the agency currently providing fleet insurance for the school and district.
e. Driver tests negative on alcohol and/or drug testing, as directed.

**SECTION 3 – Duty Time** - Drivers will be paid a minimum of two (2) hours for any consecutive duty period of less than two (2) hours. Time shall be computed from the time that the employee is ordered to report to work and registers in, and until that time he/she is effectively released from duty. A duty period may consist of warm up, pre-trip inspection, driving time, waiting time, fueling and clean up. Drivers with less than two (2) hours may be assigned by the Transportation Supervisor general duties primarily in the transportation area to complete their two (2) hours.

**SECTION 4 – Preparation of Buses -** Drivers are responsible for performing the safety checklist that has been approved by the Department of Transportation. Drivers are responsible for fueling and cleaning the interior of the buss(es) to which they are assigned.

**SECTION 5 – Physical** - The District will provide fully reimbursed physicals by a physician selected by the District. Bargaining Unit members may select his/her own physician for a physical, and the District shall reimburse the employee up to eighty dollars ($80.00) upon receiving a receipt.

**SECTION 6 – Meetings** - Bus drivers will be paid their regular hourly rate for all required meetings.

**SECTION 7 – Electricity** – Bargaining Unit members may keep their assigned bus at their residence if the total distance from their residence to the first stop and last stop to residence is shorter than the total distance from the bus garage to the first stop and last stop to bus garage.

The District shall pay each driver who keeps his/her bus at their residence during the winter months of November, December, January, February, and March, the sum of $30.00 per month for electricity. This amount will be paid at the end of the school year upon receipt of a statement from the bus driver.

**SECTION 8 – Field Trips**

a. A field trip is defined as any transportation of students other than a regular run that is non-recurring. This includes school day field trips, after school athletic events, weekend trips, and/or community events. It will not include overnight runs.

b. Drivers shall be paid the hourly rate for all of the time a driver is on duty. "On duty" time shall be computed from the time that the employee is ordered to report to work, registers in, and until that time he/she is effectively released from duty.

c. There shall be a four (4) hour minimum payment for a field trip on a day when school is not in session.

d. Field Trip Selection

   1. Field trip shall be assigned to drivers as the trips are scheduled on a rotational basis. The rotational list will begin with the highest seniority to the lowest seniority person.
   2. If no driver in a rotational accepts a field trip, it may be offered to sub drivers.
   3. If no driver accepts a field trip, the least senior driver shall be required to accept the field trip.
   4. Every effort will be made to provide at least three (3) day notice for all field trips.
   5. No driver will be required to chaperone field trip activities.
   6. Once trips have been scheduled, two drivers that both have field trips in the same week, may switch trips if it is mutually agreeable. This switching does not impact the rotation schedule and is not the responsibility of the bus supervisor.

## SECTION 9 – Overnight Trips

a. Overnight extra-duty trips will be offered to bus drivers beginning with the highest seniority to the lowest seniority driver.

b. Drivers will not be required to accept overnight extra-duty trips.

c. The District shall provide the cost of a motel room. Drivers may be required to stay in the same motel as the group they are driving. Drivers will not be required to share a room with a student or chaperone.

d. Meals will be reimbursed, by receipt, up to the Board approved travel rate.

e. Overnight trips will be compensated for each twenty-four (24) hour period as follows:

   1. Duty Time: At the driver's regular rate, and will include pre-trip, warm up, driving time, waiting time, fueling and clean up.
   2. Off-Duty Time: At one-half (1/2) the driver's regular rate, and will include time the driver is off duty, but on call.
   3. Sleep Time: No compensation. (eight (8) hours daily duty free)

**SECTION 10 – Extra District Paid Runs**

a. In the event a childcare run is dissolved, the driver of that run may take over a childcare run of a less senior driver so long as it does not cause extra hours due to a minimum call out.
b. Trips will be offered to any bargaining unit member appropriately licensed, beginning with the most senior member to the least senior member.
c. Extra runs shall be assigned as follows:
    1. The drivers with the greatest seniority will each be offered extra runs.
    2. Drivers will be paid a minimum of two (2) hours for any consecutive duty period of less than two (2) hours. A driver may choose to do an extra run for less than the two (2) hour minimum if it is agreeable and works within the schedule of the driver.
    3. A driver's time (regular run and extra run) may exceed eight (8) hours per day, but not more than forty (40) hours per week.

**SECTION 11 – Driving**

The District will make every effort to provide a bus aide/paraprofessional for any bus route transporting more than 40 elementary students for drivers that request assistance.

## ARTICLE X
## MISCELLANEOUS

**SECTION 1 - Safety** - The Employer agrees to furnish all necessary services to provide for the health and safety of the employees while at work.

**SECTION 2 - Armed Services** - Employees who enter the Armed Services, the parties agree to abide by applicable state and federal laws.

**SECTION 3 - Employee Physical Ability** - If a question arises as to the physical ability of an employee to perform work within the classification or on a classification for which the employee makes application, the Employer may require a physician's examination by a physician of its choice at the Employer's expense. Should a medical question arise resulting from a different opinion given by the employee's personal physician, the parties hereto will choose a third physician, who, after

consultation with the other two physicians, shall render an opinion. Such opinion shall be final and binding on the parties hereto. The expense of a third physician shall be divided equally between the parties.

**SECTION 4 – Non-Discrimination** - Provisions of this Agreement will be administered without discrimination towards bargaining unit members by either party. It is understood that each bargaining unit member is entitled to full rights of citizenship in employment.

**SECTION 5 - Validity** - If any portion of this Agreement shall become invalid by reason of a change in any applicable statue, enactment of a new statute or a decision of any court of competent jurisdiction, that portion of the Agreement shall become invalid but other portions of the Agreement shall remain in full force and effect. The parties agree to meet and confer for the purpose of replacing the invalid provision keeping in mind the original intent of the parties.

**SECTION 6 – Emergency Manager** – An Emergency Manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq, may reject, modify, or terminate the Agreement as provided in the Act.

**SECTION 7 – Cell Phone Reimbursement/Stipend** – Any bus driver employee that carries a personal cellular phone and agrees to utilize their personal cell phone for school business will be eligible for a $40.00 per month tax-free reimbursement or taxable stipend when that employee is in pay status including summer school drivers.

To receive a reimbursement, the employee will need to submit an expense reimbursement form and attach their cellular phone invoice to the reimbursement form. An invoice copy is required for each month reimbursement is requested. Reimbursements are done throughout each fiscal year. July through June forms must be submitted by July 30 of the new fiscal year to be reimbursed.

**SECTION 8 – Assisting Maintenance** – If a driver has the correct qualifications, certifications or classifications, the Board may offer a driver an opportunity to assist with duties found within the Sault Ste Marie ESP contract throughout the school year and summer. This offer may be

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extended in times of emergencies, when work cannot be completed in a timely manner or at the request of the appropriate ESP supervisor.

## ARTICLE XI
## DURATION

THIS AGREEMENT shall be in full force and effect from July 1, 2026, until June 30, 2029.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

Sault Ste. Marie Board of Education

By DocuSigned by: Amy Kronemeyer

Superintendent of Schools

Dated: 8/3/2026

Sault Ste. Marie Bus Driver ESP

By

Louis Schmit

Dated: 8-14-26

President, Sault Ste. Marie Bus Driver ESP

By: Signed by: Scott Kelley

Scott Kelley

Dated: 7/29/2026

MEA 14C/16A UniServ Director (T)

## APPENDIX "A" SALARY SCHEDULES

**The hourly compensation rates are as follows:**

| Bus Driving Experience | 2026-27 | 2027-28 | 2028-29 |
|---|---|---|---|
| **Novice to 1 year + 120 days** | **$23.80** | **$24.99** | **$26.25** |
| **More than 1 year + 120 days** | **$25.00** | **$26.25** | **$27.56** |

Longevity Pay – Employees Hired before July 1, 2014

Longevity pay amounts are based on the length of total service to the Sault Area Public Schools and a percentage of the employee's annual rate of base pay on the date of eligibility. The employee shall request Longevity pay by contacting the Personnel Office in writing. Longevity pay shall be for a period of consecutive years not to exceed 3 years and shall not be renewable. Longevity pay amounts are computed by multiplying the employee's base pay rate by the appropriate percentage from the following table based on years of service completed:

| Years of Total Sault District Service | Longevity Pay Rate |
|---|---|
| 14 but less than 20 years | 2.50 percent |
| 20 but less than 25 years | 3.00 percent |
| 25 or more years | 3.50 percent |

Dedication Pay – Full Time Employees Hired after July 1, 2014

Employees who have completed ten (10) consecutive years of service with the Employer and who have not received longevity pay with the district, and who are eligible for Michigan Public Schools Retirement benefits, will receive a $600 payment per contract year. This payment will be made into a District approved 403(b)/457(b) plan.