AGREEMENT BETWEEN

ST. JOHNS BOARD OF EDUCATION

And

ST. JOHNS SCHOOL BUS DRIVERS' ASSOCIATION

July 1, 2026 – June 30, 2028

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AGREEMENT

This Agreement is entered into on July 1, 2024 by and between the Board of Education of the St. Johns Public Schools, (hereinafter referred to as the Employer), and the St. Johns School Bus Drivers' Association (hereinafter referred to as the Association).

PREAMBLE

WHEREAS, the Employer and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the Employer and the Association have entered into good faith negotiations and reached agreement upon wages, hours, and other terms and conditions of employment;

The Employer and the Association do hereby set forth and memorialize this their full agreement.

ARTICLE I
RECOGNITION

A. Pursuant to Michigan Public Employees Relations Act, MCL 423 210 et seq, as amended, the Employer hereby recognizes the Association as the sole and exclusive bargaining agent for its employees in the bargaining unit defined as: All bus drivers driving regularly scheduled routes and the floater position, but excluding supervisors, administrators, substitute bus drivers, drivers scheduled to work less than two (2.0) hours per day, transportation office manager, mechanics, and all other employees.

B. The Employer agrees not to negotiate or extend the benefits of this agreement to any Drivers' organization other than the Association for the duration of this Agreement.

C. The term "employee or driver", singular or plural, when used hereinafter in this Agreement, shall mean person employed in a bargaining unit position, including all Contract Drivers and Floater Drivers, as defined hereinabove. References to one gender shall include the other.

ARTICLE II
RIGHTS OF THE EMPLOYER

It is agreed that the Employer hereby retains and reserves unto itself, without limitation all the powers, rights, authority, duties and responsibilities enumerated in the School Code and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;
2. Hire all employees and determine their qualification;
3. Promote, transfer and assign all employees;
4. Determine the size of the work force, and to expand or reduce the work force;
5. Establish, eliminate, continue and/or revise reasonable work rules, regulations and personnel policies;
6. Dismiss, demote and discipline employees under arbitrary and capricious standards;
7. Establish, modify or change any work, business or school schedules, hours or days;
8. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or accomplishing the work to be done, including the assignment and distribution of tasks and work among the work force.
9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer shall be limited only by the specific and express terms of this Agreement.

ARTICLE III
ASSOCIATION RIGHTS

A. The Association shall have the right to use school facilities for meeting upon proper facility authorization by the Director of Operations when such use will not interfere with previously scheduled activities; and school office equipment, with exception of the school bus radios, when not otherwise in use, shall be made available for Association use. Costs of materials and supplies incident to equipment use will be met by the Association. Assessment of costs will be determined by the Director of Operations.

B. Authorized representatives of the Association shall have the right to transact official Association business on school property during off duty time.

C. The Association shall have the right to use regular mail services for purposes of communication and the right to post communications to its members in the usually administrative posting place in each building. Cost of the mailing will be assessed to the Association.

D. The Employer agrees to make available to the Association in response to reasonable written requests, information relating to the financial resources of the district and other information necessary for the preparation of contract proposals or the processing of grievances.

E. If negotiations are held during regularly scheduled routes, the Association President and one (1) representative will be paid for all missed routes.

ARTICLE IV
EMPLOYEE RIGHTS AND PROTECTION

A. The private life of an employee is not within the appropriate concern or attention of the Employer unless the employee's conduct adversely affects his/her relationship with students or causes harm to the school district.

B. The Employer recognizes the merits of a policy of progressive discipline, which includes verbal warning, written warning, suspension with pay and suspension without pay, with discharge as a last resort. Any disciplinary action taken shall be appropriate to the behavior, which led to the discipline, recognizing that extreme infractions may result in immediate action, which may bypass the earlier steps of the progression.

C. After fulfilling the probationary period, no employee shall be disciplined, reprimanded or reduced in compensation as a disciplinary measure without "just cause", meaning arbitrary and capricious standards. Any such action shall be subject to the Grievance Procedure herein. An employee shall have the right to have present an Association representative whenever disciplinary actions are contemplated, and upon request for such representation, the action shall be delayed up to a maximum of forty-eight (48) hours to allow the representative to be present. All information forming the basis for a disciplinary action shall be made available to the employee. Alleged breaches of discipline or complaints against an employee shall be brought to the employee's attention within ten (10) working days or dropped.

D. Any case of assault upon an employee shall be promptly reported in writing to the Superintendent or his designee. If an employee reasonably complied with District policies, the employee shall be provided access to the Employer's legal counsel, upon approval of the Superintendent to advise the employee of his/her rights and obligations with respect to such assaults, so long as said employee was performing his/her job at the time of the altercation. The employee shall be expected to use reasonable judgment while performing his/her job as a school employee.

E. The Employer agrees, pursuant to its obligations according to state and federal law, not to discriminate against any employee on the basis of race, color, creed, national origin, age, sex, marital status, height, weight, religion, political affiliation or by reason of membership or non-membership in the Association or participation in Association activities. Where there exists an administrative agency created by statue to enforce such claims, enforcement shall be pursued before the administrative agency exclusively and such claims are hereby expressly excluded from arbitration provisions of this Agreement.

F. The district shall maintain only one personnel file for each employee. Each employee shall have the right to review the contents of his/her personnel file, and the right to be accompanied by an Association representative when reviewing his/her file. An employee may submit a written response to any material in his/her file, the response to be attached to the relevant filed material. The employee will immediately be given a copy of any new disciplinary information added to his/her personnel file.

G. The Association and the District recognize the importance of a safe work environment and as such agree to set up a joint administration/association safety committee. The committee will be composed of six members – three association members and three administrators. Association members will include the association president, member initiating the concern and one at large member. Administration will be represented by the Transportation Office Manager, Director of Business and Finance and the Director of Operations. Any committee member can call for a meeting. The safety concern or issue will be submitted to all committee members in writing. If a concern or issue cannot be resolved within 30 days, the issue/concern will be submitted to the Superintendent for resolution.

ARTICLE V
SENIORITY

A. A newly hired employee shall be on a probationary status for ninety (90) workdays, taken from and including the first day of employment. The probationary period may be waived at management's discretion when the employee has driven ninety (90) workdays as a substitute driver for St Johns Public Schools. If at any time prior to the completion of the ninety (90) workday's probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed during this period without appeal by the employee or the Association. Probationary employees who are absent on scheduled workdays, or who serve their probationary period during the non-school period in which the job is not operative, shall work additional days equal to the number of days in which the job is not operative or equal to the number of days absent, and such employee shall not have completed his probationary period until these additional days have been worked.

B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first working day. In the event the Employer hires two employees on the same date, the last four digits of the social security number will be used in establishing the order. The higher number will be given the higher seniority rank.

C. If conditions necessitate a reduction in the number of Employees, layoff shall be based on seniority, with the Employees having least seniority laid off first. A laid off employee shall be placed on the substitute list for first call (after the floater driver has reached the guaranteed 15 hours in a week) for substitute opportunities that will not cause the laid off employee to acquire an additional qualifying week for unemployment purposes.

D. When the work force is increased after a layoff, or when a vacancy occurs, the most senior employee laid off will be recalled first, except where the senior employee lacks the necessary qualifications to perform the duties of the open position. Notice of recall shall be sent to the employee's last official address (as reflected in the employer's records) by registered or certified mail. If any employee fails to report to work within five (5) working days of the mailing of notice of recall, he shall be considered as a voluntary quit. Employees on layoff status shall be entitled to exercise their seniority in any subsequent route selection meetings or will be recalled to the next available vacant route for which they are entitled by seniority, and qualification. Employees shall be carried on layoff status for a maximum period of three (3) years.

E. An employee covered by this Agreement shall cease to have seniority and shall have his/her name removed from the seniority list, in the event:
   1. The person is discharged for cause and is not reinstated through the grievance procedure;
   2. The person retires;
   3. The person resigns;
   4. The person is laid off for a period of three (3) years or a length of his/her seniority, whichever is less;

5. The person accepts employment elsewhere while on a leave of absence, or is self-employed for the purpose of making a profit during a leave of absence where such employment or self-employment is inconsistent with the reason for which leave of absence was granted;
6. The person fails to report for work on the first working day after expiration of a leave of absence without a reasonable excuse acceptable to the Board.
7. The person fails to report for work following a layoff within five (5) working days after the employee is notified to do so, by certified or registered mail sent to his/her address of record with the employer. It shall be the obligation of the employee to supply the employer with a current address.
8. The person is absent for work, without permission, for three (3) consecutive workdays; or
9. The person is on sick leave for a period of two (2) years or the length of his/her seniority, whichever is less.

F. Seniority shall be retained, but shall not accumulate, for an employee who transfers to a supervisory position, that employee having the right to exercise the seniority that he/she has accumulated while a member of the bargaining unit, should the employee return to the bargaining unit and vacates his supervisory position, he/she will resume accruing seniority.

G. The seniority list will be provided to the Association upon request.

ARTICLE VI
DEFINITIONS

A. Scheduled Route is the daily assignment of routes for the transportation of public and parochial students by bus from their pick up points to school and/or from school to their drop off points.

B. A Trip is the transportation of students by school bus to an event, contest, activity or field experience to any location. Trip payment shall be a minimum of two (2) hours.

C. Staff Meeting is a meeting called by management for employees that may or may not be mandatory. Meeting will be posted one week (7 days) prior to being held and management will specify if it is mandatory or not.

D. Transfers refers to the exchange of students between buses to transport students to their schools or to homebound busses.

E. Driver Qualifications are defined as meeting all state requirements and all local training requirements to drive the assigned bus.

F. Employees will be given the option of attending at least one (1) approved workshop each year. Staff meetings are not classified as workshops.

G. All hours worked in excess of forty (40) worked during the seven (7) day period will be paid in accordance with rules established by the Fair Labor Standards Act.

H. Contract Driver is any Route Driver or Floater Driver that has been assigned a permanent route or a permanent floater assignment. Contract Drivers will have their payroll spread over a 12 month salary spread for payroll purposes. Non-Contract Drivers will be paid based on hours worked and submitted on an approved timesheet.

I. The Association president, member initiating the concern and one at large member will comprise a Safety Committee for the purpose of meeting with administration to address any safety issues that may arise.

J. The Route Driver position is regular driver who has been assigned a specific set of routes, which make up their daily assignments, paid at route pay for driving routes and trip pay for trips consistent with other drivers.

K. The Floater Driver position is considered a regular driver who has not been assigned a set of daily routes to drive, paid at route pay for driving routes and trip pay for trips consistent with other regular drivers. The position is guaranteed at least 15 hours per regular school week and will be the on-call driver for vacancies. The floater will also fill in for the Transportation Office Manager when necessary. The floater will be scheduled by the Transportation Office Manager and/or Director of Operations. The floater's primary

responsibilities include covering for other driver absences, extra trips, and other duties as assigned by the Transportation Office Manager and/or Director of Operations.

ARTICLE VII
ASSIGNMENTS AND VACANCIES

A. All employees, whether on layoff or returning from leave, are entitled to participate and exercise their seniority in the bidding process. The most senior employee shall have first choice of assignment. Selection of assignments shall continue in order of the next most senior employee until all the available assignments are selected. Available shuttle routes shall be bid separately by seniority bid prior to school starting. Bidding for regularly scheduled bus routes will be as follows:

1. Routes will be established and available for review and driving no later than three (3) weeks prior to the beginning of the school year.
2. Routes will be posted for bid between the second (2^{nd}) & first (1^{st}) week prior to the beginning of the school year.
3. Drivers will drive their bid route and adjust route layout with the Transportation Office Manager and Director of Operations and determine safety issues no later than one (1) week prior to the beginning of the school year.
4. Drivers will be paid one (1) additional days to prepare their routes for the school year.

B. The Employer reserves the right to make any additions, deletions or changes in assignments, routes, shuttles, stops, length and number of assignments and routes as necessary, for the efficient operation of the transportation system in order to meet requirements and/or needs of the district.

C. If the time allotment for a bus route is reduced by more than fifteen (15) minutes from the original time allotment bid upon by the driver, a special conference will be held between representatives of the Employer and the Association to discuss the causes and any alternatives to deal with the impact upon the driver prior to implementing the reduction.

D. Buses will be assigned to employees and will move with the employee unless the Director of Operations deems the type of route and condition of the bus warrants a different assignment. A bus, as determined by the employee to be unsafe because of faulty parts or equipment, will be returned to the garage for evaluation by Mechanic. A bus shall not be operated until the Mechanic has given approval. If the employee and Mechanic are in disagreement over said bus, the Director of Operations shall be asked to determine the condition of the bus. If no bus is available for that employee, he/she shall not lose pay.

E. An employee may be denied a route for non-arbitrary and capricious reasons. Should the senior employee be denied a route, reasons for the denial shall be given orally to the employee at the time of the denial and within twenty-four (24) hours in writing. If the employee disagrees with the reason for such denial, it may become a proper subject for the grievance procedure. For the purpose of this provision, the grievance may be initiated at Level II, if filed within five (5) days of the denial.

F. Upon the completion of the probationary period, employees become eligible to participate in the seniority rotation for the assignment of trips. If a newly hired employee has been previously employed as a bus driver and has driven trips for the school district previously, the supervisor may approve his/her participation in the trip rotation prior to completion of the probationary period. In the event a seniority employee is unable to cover the second (2nd) or third (3rd) route on her/his assignment said route shall be offered to other available bargaining unit members by seniority prior to such route being assigned to a substitute driver. Substitutes may be used for trips in emergency situations when rotation employees cannot be contacted. An employee is entitled to be assigned a trip pursuant to the rotation procedure without regard to overtime.

G. If the Mechanic, Transportation Office Manager or Director of Operations is not available after two phone calls when an employee is in need of help because of a breakdown on out-of-town trips, the employee may contact the nearest AAA or equivalent service for emergency assistance. On out-of-town trips, the employee, in the absence of Director of Operations, shall evaluate road conditions and determine whether to continue on or to return home.

H. Whenever possible, student discipline conferences with parents required by the Employee will be scheduled immediately following or before a route or trip.

I. A ten (10) working day notice shall be given by the employee, in writing, when vacating any position or portion of said position. All vacancies shall be posted for five (5) working days. The Transportation Office Manager will send a copy of the posting to the union president and secretary.

J. All newly created position will be posted for at least five (5) working days. The Transportation Office Manager will send a copy of the posting to the union president and secretary.

K. Any employee desiring to resign shall file a letter of resignation with the Transportation Office Manager and/or Director of Operations with a copy being sent to the Business Office at least (10) workdays prior to the effective date. An employee who resigns from a position in this manner maintains the right of earned severance pay.

L. Assignment of extra trips will depend on the number of hours a bus driver will work in any given week. A week is defined for overtime purposes to begin on Monday and end on the following Sunday. The total number of hours a bus driver can work in any given week is capped at forty two (42) hours. It is also understood that unforeseen circumstances may extend the forty two (42) capped hours. The trips will be posted by the event and the approximate length of time the trip will take. The Transportation Office Manager will utilize routing software to assist in determining the length of the trip. The most senior bus driver in rotation will have priority. If no senior bus driver, in rotation qualifies for the trip, substitute bus drivers will be secured. If a substitute bus driver cannot be secured for the trip, the trip will revert back to the most senior driver who originally applied for the trip. Once a trip has been awarded, the driver is committed to

that trip and not able to bid on late postings, except in cases where the original trip has changed and this is known more than forty-eight (48) hours in advance of the trip. In those cases, the trip shall be placed back into rotation for bid.

M. In contracting for extra trips, overtime (see definitions) will be a determining factor in the assignment. Understanding that the length of a trip is hard to predict, the Transportation Office Manager will estimate the length of the trip. If the projected time will cause an interested employee to exceed a forty-two (42) hour work week, the trip will go to the next available driver, in seniority rotation.

ARTICLE VIII
JOB SHARING

In order to establish a shared, voluntary job share assignment, the bus drivers involved shall agree to the following:

A. The following are conditions that shall apply for a job share position:

1. A certified association bus driver shall submit his/her request for a job share the following school year to the Transportation Office Manager by June 30, and provided another certified association member is available and willing to accept the alternate portion of the job share, then the process will proceed. If there is not another association member available to fulfill the other part of the job share then the position will be offered to interested qualified sub drivers. If more than one association member puts in a request for a job share and a determination must be made, the determination will be by seniority. The number of job share routes is capped at three each school year.

2. The duration of the job share shall be for one school year.

3. In order for a job share to occur, the Transportation Office Manager and Director of Operations must approve the terms and conditions. That decision is not subject to the grievance procedures. Terms and conditions of the job share will be submitted to the Association board by August 1st.

4. When job sharing, the following will be prorated, based upon a percentage of time that each driver works per day, week, or year, etc.
   a. Personal and sick leave times
   b. Salary
   c. Fringe benefits (i.e. holiday pay, longevity, term life insurance)
   d. Pre and post bus inspections

5. When a bus driver, in a shared assignment, is absent, an attempt will be made to contact the other employee in the job share and offer that employee the opportunity to substitute.

6. All other contractual language shall apply equally to the job share drivers.

7. The job share request shall include a schedule with work times and designation of responsibilities:
   a. Identifying the times of different runs.
   b. Provide a brief description of how the drivers' responsibilities are to be shared, including: determine safety issues and adjustments of route layouts; pre and post trip inspections; bus cleaning, fueling, and paperwork.

ARTICLE IX
MISCELLANEOUS

A. Employees will provide current telephone numbers where they may be contacted during the day when weather or emergency conditions may require the early release and transportation of student's home from school. Under these conditions, employees may be required to drive assignments of other employees who could not be contacted. Drivers who could not be reached shall not lose pay for the time lost provided they have followed this procedure.

B. When weather conditions cause hazardous driving conditions, employees will be notified of when to commence their assignments. Employees will be paid for any remaining cancellations where the student instructional time does not need to be rescheduled. If student instructional time is cancelled and the district is required to make up the time to receive full state aid funding, then the employee will not be paid for the cancelled day but would be paid when driving on the rescheduled time.

ARTICLE X
DRIVER CERTIFICATION

A. Education Classes All drivers will meet State pupil transportation requirements. Drivers will be given the option of at least one (1) approved workshop each year. Drivers will receive their hourly driving rate when required to take state classes and tests.

B. Physicals License All drivers must pass a medical examination as required by the State. The Employer will provide a CDL physical by the employer's approved doctor. All required license renewals will be paid by the Board. Tuberculosis (T.B.) x-rays will be paid for if required by the school approved doctor.

C. All drivers must meet all state, federal and Michigan Department of Education licensing and bus driving regulations. This includes a valid license with appropriate CDL and bus driver endorsements. The school district will pay the cost for this renewal testing.

ARTICLE XI
EVALUATION

A. Each employee shall be evaluated at least once every two (2) years. The evaluation may include at least one (1) trip observation by the evaluator.

B. At the employee's request, an oral discussion of the trip observation will be held within five (5) workdays from the date of the observation. The written evaluation shall be issued within ten (10) workdays following the observation or the oral discussion. In the event the employee's performance is evaluated as deficient in some area, the Transportation Office Manager and/or Director of Operations shall give the employee written suggestions, assistance, and a reasonable time to correct said deficiency. Before any evaluation is made part of an employee's permanent record, the employee shall have an opportunity to add statements or other information to the evaluation and shall sign his/her evaluation as an indication that he/she has seen it.

ARTICLE XII
LEAVES

A. Personal Time Off (PTO) Will be granted to all full assignment employees on the basis of twelve (12) days per year, prorated if a person works less than a full year. Part time employees will be prorated. The floater position will receive PTO allocation based on 15 hours per week. Unused days may accumulate from year to year to the maximum of one hundred fifty (150) days.

These PTO days may also be used for the care of immediate family - spouse, child, mother, father, grandchildren, mother-in-law, father-in-law, step-family, and brothers and sisters. PTO days herein granted, when used, shall be deducted from the PTO leave. When three (3) bus drivers have requested and been granted PTO days off, any additional requests approvals will be at the discretion of the supervisor. The employee shall notify the Transportation Office Manager one day in advance, except in cases of emergency. The PTO day is not to be used for the first or last day of the tri-semester or year or on a day immediately preceding or following a school break, except in case of emergency or at the Transportation Office Manager's discretion. Verification of purpose of any PTO day may be required when less than one (1) day's notice is given. PTO may only be used when the employee would normally be scheduled to work; it may not be used when school is not in session.

When days are used Requests for PTO time shall be made at least five (5) days prior to the date requested (except in case of emergency). An employee desiring to use more than three (3) days of PTO time consecutively shall make the request to the Director of Operations & Transportation but not later than two (2) weeks prior to the dates requested, except in a case of emergency. PTO time may not be taken on the day immediately preceding or following days which are scheduled as non-working days in the calendar (i.e., holidays, vacations) except with approval by the Director of Operations & Transportation. In the case of illness, a doctor's statement confirming the need may be required for periods of absence of three (3) or more consecutive days.

In recognition of the need for drivers, up to five (5) PTO days each year may be cashed out at the employee's full daily pay rate. Payment will be made in the first pay in December.

B. Merit Days Employees completing a full school year without using any PTO days shall be granted two (2) merit days to be used during the following school year. Merit days are in addition to their accumulated PTO days and may be used at their discretion with the following exception:

1. Earned merit days may not be used to extend a regularly scheduled vacation period unless approved by the Transportation Office Manager.
2. Earned merit days will be used in the following school year.
3. Earned merit days will be used as a whole day.

Merit days will be reviewed and posted at the beginning of each school year.

C. Bereavement Up to a maximum of three (3) days will be granted in case of the death of a mother, father, mother-in-law, father-in-law, spouse, children, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren or equivalent step-family. These bereavement days may be split, if used for delayed burial/memorial services or business related to said death, during the school year. Pay will not be docked and will not be charged against any PTO days. An additional three (3) PTO days may be granted, if needed. A maximum of one (1) day bereavement will be allowed per occurrence of death to the immediate family to include Nieces, Nephews, Aunts, and Uncles.

D. Unpaid Leave Days Upon application, employees shall be granted up to two (2) days of leave without pay each school year. Requests beyond these two (2) days will be dealt with by Director of Operations on an individual basis.

E. Leave of Absence When it is determined either by agreement or a doctor's statement, that an employee cannot fulfill his job description, the employee will ask for voluntary leave of absence, or the Employer may place the employee on an involuntary leave of absence. Upon proper notification, the employee shall use his/her PTO leave during this leave. When the employee is placed on an involuntary leave of absence and there is a dispute between the employee's physician and the Employer's physician regarding the employee's ability to perform his job, the two (2) physicians shall appoint a third (3rd) consulting physician whose decision shall be controlling. The cost of the consulting physician shall be shared between the Association and the Employer.

Any driver that is thought to lack in mental alertness, or shows signs of mental instability, making the transportation of students a potential safety risk, can be referred to district's medical doctor for a referral to a psychiatrist, psychologist, or other mental care specialist that could help to diagnose and treat the bus driver.

F. Court Appearances/Jury Duty/Judicial Proceedings An employee called for jury duty or subpoenaed as a witness in any judicial proceedings, shall receive a normal days pay less any amount paid by the court for jury duty or less any amount to which the employee is entitled as a witness. The employee should only plan to be away from his or her job the necessary time to fulfill the civic responsibility.

G. Unpaid Leaves of Absence Employees may make application for unpaid leaves of absence to the Transportation Office Manager. The application shall contain a statement of the purpose and duration of the leave requested. Application shall be made as soon as possible and at least thirty (30) days in advance, except where conditions absolutely preclude advance notice. An application for an unpaid leave of absence for the purposes stated hereinafter shall be granted under the conditions as follows:

1. An employee who is incapacitated or disabled due to physical or mental illness or accidental injury and has exhausted all earned and accumulated paid leave shall be granted a medical unpaid leave of absence for the duration of his/her disability up to one (1) year. Upon completion of the one-year unpaid medical leave the employee will be required to return to work or the District will terminate employment. The application for leave in this instance shall contain a physician's

statement describing the employee's condition and prognosis for return to work. Return to work is conditioned upon clearance by a physician acceptable by the Employer that the employee is able to perform all the routine and expected tasks of the job. Upon return to work, the employee will be assigned as a floater driver for the remainder of that school year or until the next round of route bidding takes place.

2. An employee shall be granted an unpaid leave of absence for the purpose of parental care of his/her newborn child for a period of up to one (1) year, which may commence, at the employee's option, at any time prior to, during or upon recovery from the disability period related to pregnancy. An employee adopting a minor child shall be granted an unpaid leave of absence for the purpose of parental care of his/her newly adopted minor child for a period of one (1) year commencing with the date custody of the child is awarded to the employee.

3. Unpaid leaves of absence shall be granted to employees to fulfill their military obligations to any branch of the United States armed forces. Leaves of absence for purposes other than those listed hereinabove may be granted by the Employer in its discretion and under conditions it deems appropriate. Return to a position with the Employer shall be subject to the relative seniority rights of the employees in the classification from which the employee took leave. The Employer may use a substitute worker in the position while the employee is on leave. The employee will be returned to the position if held by a substitute worker upon expiration of his/her leave, subject to any reduction in personnel affecting the position.

H. Family Medical Leave Act It is understood that the Family Medical Leave Act of 1993 does not abrogate the rights of the parties under this Collective Bargaining Agreement. FMLA qualifying leave shall be implemented consistent with the FMLA and Board policy. Where additional benefits are extended by the Act to the employees, those additional benefits will be honored by the district. Where certain employer rights are also granted in connection with those additional benefits, the district shall be free to exercise those rights. To the extent that leave of absences are granted under this contract whether paid or unpaid, it is the intent of the parties that the rights granted there under will serve to satisfy the requirements of the Family and Medical Leave Act provisions, to the extent applicable by law. All applications for Family and Medical Leave Act leaves will comply with Board policy.

I. Worker Compensation Absence due to injury in the course of an employee’s employment and compensable under the Michigan Workers' Compensation Act shall result in the employee continuing to receive their normal pay provided accrued PTO leave time is used to make up the difference between the scheduled hourly wages and the benefits received under the Michigan Workers' Compensation Act. Once the employee's PTO leave is exhausted, such payments by the Board shall cease.

ARTICLE XIII
WAGES AND LIFE INSURANCE

The following wage schedule is based on the instructional days of each school year established by the employer. An additional one (1) day will be paid to the bus driver to prepare their routes for the school year: included in this preparation but not limited to the following: driving the routes, determine safety issues and adjusting route lay outs with the Transportation Office Manager and Director of Operations. Bus drivers will be required to schedule a meeting with the Transportation Office Manager and Director of Operations, which will be paid at the regular rate, during the month of September if the bus driver wants to change~~s~~ to the originally established bus route. The Director of Operations will approve changes and the drivers will be provided with an updated established route map with printouts for each driver between October 15th and November 1st.

Hourly Wage Schedule

		2026-27 (1% Increase)	2027-28 (2% Increase)
Route Pay	Contract	$26.51	$27.04
Trip Pay	Timesheet	$17.50	$17.50
District Required Classes/Workshop/Staff Meetings (excluding state classes and tests)	Timesheet	$17.50	$17.50

Route pay and Trip pay rates are effective at the start of the school year. Any route driving or trips during the summer are paid at the previous year contract rates.

A. Four-tenths (.40) hour precheck/post trip time is included in the route time.

B. Work above and beyond the scheduled routes will be paid according to the hourly wage schedule.

C. If the District's annual audit results demonstrate the District has an unassigned fund balance at June 30, 2026 that exceeds 14% of the 2025-26 year's expenditures, employees covered by this contract shall receive a1/2% off-scale payment equivalent to the annual base salary to be paid on the 2nd pay in December, 2026.

D. Holidays: Each employee covered by this agreement shall receive their normal daily assignment rate of pay for Memorial Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

E. Drivers will be paid each day for their normal route pay for the day. Any time worked beyond the normal day will be eligible for additional pay. This time must be submitted on a time sheet. Deviations shall be verified or denied within five (5) working days after being submitted to the Transportation Office Manager. Upon verification of the time and

reasons as operationally necessary, the deviation shall be recorded and submitted to the Business Office on a time sheet.

F. The Employer will continue the mandatory contribution required for the Michigan Public School Employees Retirement System.

G. All new employees shall receive fifty cents per hour less for the first ninety (90) days. On the ninety-first (91st) day, they shall receive the salary listed above for the appropriate year. For newly employed drivers with previous bus driving experience with the Employer, the Employer may waive the probationary period for salary and trip assignment purposes.

H. Extra trips are to be paid at the rate listed above and will be paid a minimum of three (3) hours pay. A trip cancelled without one hour prior notification will pay a minimum of two (2) hours of trip pay drive time unless cancellation comes at the regular trip time for which the regular rate of pay will be paid. A driver of any cancelled extra trip will have the first (1st) choice of the next available extra trips, without loss of placement on the rotation list. The driver is responsible to request the trip on the next available extra trip posting, after his/her trip has been canceled. The first choice option is a one- time only option for the next selection of available trips. (This does not include “to be announced” trips.).

I. Route drivers will be paid their normal route pay for any pickup or drop-off extra trips that take place on school days outside their normal assigned routes. Floater drivers will be paid trip pay for any trips that take place between routes on a school day.

J. Extra curricular trips consisting of four (4) hours will be entitled to one (1) meal. Trips consisting of eight (8) hours will be entitled to two (2) meals. Trips consisting of twelve (12) hours will be entitled to three (3) meals. Meal Allowance: Drivers of a trip assignment shall be entitled to receive a taxable stipend allowance for meals based on the following schedule:

Trip Meal Allowance

Trip Duration	**Rate**
4 or more hours, but less than 8	$10.00
8 or more hours, but less than 12	$20.00
12 or more hours	$30.00

K. Trips overnight, will pay a minimum eight (8) hours but not limited to eight (8) hours per day. Employee will be released by the person responsible for the event at end of workday.

L. Any time retroactive pay equals one and one half (1-1/2) times the normal biweekly gross, the tax will be spread to equal 11/2 pays in order to maintain the same tax percentage.

M. Each employee's amount of pay shall be calculated according to the time allotment for the daily assignment and the number of days of student instruction. Each employee shall receive notice of the time allotment and any subsequent adjustment in writing with a copy to the Association. Deviations shall be verified or denied within five (5) working days after being submitted to the Transportation Office Manager. Upon verification of the time and reasons as operationally necessary, the deviation shall be recorded and submitted to the Business Office on a time sheet.

N. All hours paid as a paid leave benefit shall not be counted as hours worked in the work week for purposes of calculating entitlement to overtime rates.

O. The Employer shall provide term life insurance coverage in the amount of twenty-five thousand ($25,000) dollars and short term disability insurance (28th day/$200 per week), for each employee assigned to a regularly scheduled route who makes application and meets the work requirements of the insurance company for coverage. Employees receiving short-term disability insurance will accept benefit coverage at the date stated in the plan. Any unused PTO days will be escrowed until the employee returns to active duty. The coverage shall be provided without cost to the employee for the months of active employment and the succeeding summer months of July and August if the employee has completed a full work year or is assured of continuing employment in the same capacity for the succeeding work year. Otherwise, the coverage will terminate when the employee terminates or commences an unpaid leave of absence.

P. Insurance Option The Employer agrees to implement a plan following the ratification of this agreement which will allow employees to pay for medical insurance, or disability insurance with pre-tax dollars. Employee may purchase with their monies medical insurance through the school medical insurance carrier under the following conditions:

1. The right to name the carrier is at the sole discretion of the Employer.

2. All insurance coverage offered is subject to the rules, regulations and policy of the Employers insurance carrier, and subject to acceptance by the Employers carrier of the written application of the employee.

3. Medical plans are restricted to those available from the Employers carrier for individual purchase. It is understood that all employees may have to choose the same plan offered by the carrier instead of making individual choices.

4. The yearly cost of the insurance selected must be deducted via payroll deduction during the normal work year of the employee. The Employer shall incur no financial obligation toward the cost of the insurance.

5. Should the employee be on an unpaid leave of absence, the responsibility for premium payments rests between the individual employee and the insurance carrier.

6. The terms of any policy issued by the Employer's carrier shall be controlling as to all matters concerning benefits, eligibility, termination of coverage, and other matters and shall not be the subject of any grievance.

   The Employee must have on file a signed authorization for payroll deduction for insurance. Payroll deduction is then contingent upon sufficient wages owing to cover the deduction. During any pay period that insufficient wages are owing to cover the deduction, payment of an amount equal to the deduction must be made to the Employers Business Office. Nonpayment may result in loss of coverage.

Q. Longevity Based on the schedule below, a longevity payment shall be made to eligible employees. Eligibility to be based on the Seniority List as of July 1st and on full years of service at the beginning of the school year. This lump payment shall be included in the second (2nd) payroll date in November. Longevity payments shall be made only to those actively employed.

- After 5 years of service through 10 years of service = $500 each year
- After 10 years of service through 15 years of service = $600 each year
- After 15 years of service through 20 years of service = $700 each year
- After 20 years of service through 25 years of service = $800 each year
- After 25 years of service through 30 years of service = $900 each year
- After 30 years of service = $1,000 each year

R. Retention Bonus Each contract driver employed at the end of the previous school year who worked at least three (3) months in the previous school year, that is still employed as a contract driver as of October 31st shall be paid a lump sum payment of $1,000 in the first pay of November if still employed. If an individual resigns during the month of November or December after receiving the retention bonus, the amount shall be withheld from the final paycheck(s) to the extent possible.

S. Summer School Routes: Summer school routes shall be paid at the driver's route pay from the previous school year contract. Routes will be optional, offered in order of seniority.

ARTICLE XIV
SEVERANCE PAY

A. If resignation notice of retirement for that fiscal year is given by December 31 and three (3) or fewer PTO days are used between January 1 and the last day of school, and the employee has worked for St. Johns Public Schools for at least ten (10) years, the employee shall be paid for accumulated PTO leave days based on the following schedule.

Severance Pay Schedule

Accumulated PTO Days	**Rate per Day**
50 or Less	$45.00
More than 50 up to 100	$50.00
More than 100 up to 150	$55.00

B. The three (3) PTO days requirement shall be waived for a documented and verifiable medical reason.

C. If the above conditions are not met, any transportation employee having worked for the St. Johns Public Schools for at least ten (10) years shall be paid for accumulated PTO leave days at the time of separation or death at twenty dollars ($20) per day (prorated if working less than six (6) hour route that year) up to a maximum of one hundred (100) days. Current employees with ten (10) years of service at June 30, 2014 will be grandfathered at current severance pay schedule of twenty-three dollars ($23) per day for first one hundred (100) days and twenty-eight ($28) per day for one hundred (101) to two hundred (200) days.

ARTICLE XV
DRUG TESTING

All safety sensitive employees shall be required to submit to and pass all physical examinations required by state or federal laws, including testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC § 431 and its implementing regulations. The Employer will develop and implement a written testing policy in accordance with all Federal and State Laws. All State, Federal, and applicable Board policies will be posted regularly in the bus drivers' lounge. The members will be subject to all of these guidelines as well as the published policies of the District and the policies outlined in the employee handbook.

ARTICLE XVI
GRIEVANCE PROCEDURE

A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the expressed terms and conditions of this contract.

B. The grievant(s) and the Association representative shall be released from duty with no loss of pay to attend grievance meetings and hearings scheduled by the Employer during the working day of the grievant(s) and/or representatives.

C. No reprisals of any kind shall be taken against any driver for participation in any grievance proceeding.

D. The grievant(s) and/or Association shall handle grievances. The Employer hereby designates the employee's immediate supervisor to act as its representative at Level One (1) as hereinafter described and the Superintendent or his designated representative to act at Level Two (2) as hereinafter described.

E. The term "days" as used herein shall mean scheduled workdays. Time limits may be extended only upon mutual agreement of the parties. Any grievance not answered within the time limits by the Employer, may be advanced to the next step by the Association. Any grievance not pursued by the Association within the time limits shall be deemed settled on the basis of the Employer's last response.

F. Written grievances as required herein shall contain the following:
   1. It shall be signed;
   2. It shall be specific;
   3. It shall contain a synopsis of the facts giving rise to the alleged violation;
   4. It shall cite the section or subsections of this contract alleged to have been violated;
   5. It shall contain the date of the alleged violation;
   6. It shall specify the relief requested.

G. Level One A grievant and/or his Association representative alleging a violation of the express provisions of this contract shall within ten (10) working days of when the employee knew or should have known of the occurrence orally discuss the grievance with the immediate supervisor or his designee in an attempt to resolve same.

   If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and submit it to the Supervisor for his written response. If no resolution is obtained within eight (8) days of the discussion, the grievance may be filed at Level Two (2).

H. Level Two A copy of the written grievance shall be filed with the Superintendent or his designated agent. The Superintendent or the designated agent shall sign and date the grievance. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall meet with the grievant and/or the designated Association

representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the employee's immediate Supervisor in/on which the grievance arose, and place a copy of same in a permanent file in his office.

I. Level Three If the Association is not satisfied with the disposition of the grievance at Level Two (2) or if no answer has been received by the due date, the Association may submit the grievance to binding arbitration before an impartial arbitrator by filing a demand for arbitration with the Employer within twenty (20) workdays of the Level Two disposition or the deadline for the disposition. The arbitrator shall be selected through lists of resident Michigan arbitrators obtained from the Federal Mediation and Conciliation Service. The Employer and the Association shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party. The arbitrator shall have no authority to alter, ignore, modify, add to, or subtract from the terms of this Agreement. The arbitrator shall have no authority to make a decision in any case of discharge or discipline of a probationary employee. The arbitrator shall have no authority to make a decision in any matter based upon an interpretation of any statutory law for which there is an administrative agency created by state or federal statute which has jurisdiction to determine the legal rights of the grievant. Both parties agree to be bound by the award of the arbitrator made within the scope of authority. The fees and expenses of the arbitrator shall be paid as follows:

1. If the grievance is sustained and the remedy sought by the Association is awarded in full, the Employer shall pay the fees and expenses in full.
2. If the grievance is denied in full, the Association shall pay the fees and expenses in full.
3. If the grievance is neither sustained in full, nor denied in full, the fees and expenses of the arbitrator shall be shared on a percentage basis as determined by the arbitrator.

Employees who are necessary participants in an arbitration hearing as an Association representative or witness in the proceedings shall be released from duty without loss of pay for the time necessary to represent or testify as the case may be, provided the hearing is held on the employer's premises. If the hearing is not held on the employer's premises, employees may use personal business leave or the Association may reimburse the employer for necessary substitute costs, unless the employer initiates the request for the hearing to be held away from its premises. An attempt shall be made to schedule arbitration and attendance of employees at times which will avoid or minimize release from work.

J. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

ARTICLE XVII
DURATION OF AGREEMENT

A. Entire Agreement: This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Employer and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Employer and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Separability If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect. The Employer and the Association will meet upon request of either party to renegotiate the provision nullified.

C. Term of Agreement This Agreement shall become effective upon ratification by the Employer and the membership of the Association and shall continue in effect through the 30th day of June, 2028 at which time it shall terminate unless extended by written agreement of the parties.

D. Negotiations At any time within ninety (90) days prior to the termination date of this Agreement either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement and negotiations shall begin within thirty (30) days from the receipt of the notice.

E. Contract Administration Meetings The negotiating teams will meet monthly for the purpose of communications and transportation efficiency if requested by either team.

F. Continuity of Operations The Association recognizes that strikes, as defined by Section 1 of Public Acts 336 of 1947 of Michigan, amended, are contrary to law and public policy. The Employer and the Association subscribe to the principle that differences shall be resolved by lawful procedures without interruption of work. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Employer by any employees or group of employees which is contrary to law.

G. Successor Clause The Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns to the extent required by law during the length of this contract. The Employer shall give notice of the existence of this Agreement to any purchaser of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of transfer.

H. An Emergency Financial Manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Accountability Act.

President, SJPS Board of Education

President, Bus Drivers' Association

Secretary, SJPS Board of Education

Secretary, Bus Drivers' Association

XVIII
NONDISCRIMINATION

A. It is the policy of the St. Johns School District Board that discrimination against employees or applicants for employment is prohibited based on the following protected classes: race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity or expression, pregnancy, height, weight, marital status, age, disability, genetic information, veteran status, military service, or any other legally protected class.

B. The staff shall establish and maintain an atmosphere, in which students can develop attitudes and skills for effective and cooperative living in a complex society, including:

1. Respect for the individual regardless of economic status, intellectual ability, race, national origin, religion, sex, age or physical handicap.

2. Respect for cultural differences.

3. Respect for economic, political, and social rights of others.

4. Respect for the right of others to seek and maintain their own identities.

C. The Board and staff shall, to the extent possible, work with other institutions and agencies to improve human relations in the schools and to create channels through which citizens can communicate their human relations concerns to the Board and its employees. In addition, arrangements can be made to insure that the lack of English language skills is not a barrier to admission or program participation.

D. In order to facilitate the evaluation of current practices, to investigate complaints, to answer inquires, and to guide implementation of compliance efforts, the Technology Director and Superintendent have been appointed the local nondiscrimination coordinator. All questions, requests for information, or complaints relating to discrimination in the St. Johns Public School District should be addressed to one of these individuals.

ST. JOHNS SCHOOL BUS DRIVERS' ASSOCIATION
GRIEVANCE REPORT

Union File No._____ Date:_____

Name:_____

Address_____ City:_____ Zip:_____

Date of Employment:_____ Date Grievance Occurred_____

Home Phone:_____ Work Phone:_____

Article and Section of Contract violated and details of complaint: _____

Settlement Desired:

Signature: Date:

Step 2 Answer

Signature: Date:

Step 3 Answer

Signature: Date:

APPENDIX A
GRIEVANCE FORM

Name of Grievant: _____

Date Filed: _____

Contract Reference(s)_____

_____

_____

_____

Specifics of the alleged violation: _____

_____

_____

Settlement Desired: _____

_____

_____

Signature of Grievant:_____ Date:_____