

AGREEMENT

This agreement, made and entered into by and between the Corunna Public Schools Board of Education, hereinafter referred to as the “Board”, and the Service Employees International Union, Local 517M, AFL-CIO, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the Board and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment. The Board and the Union recognize the moral principals involved in the area of Civil Rights and have re-affirmed in this Agreement their commitment not to discriminate because of race, creed, color, age, sex or national origin.

ARTICLE I UNION RECOGNITION

- Section 1. The Board recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- Section 2. The term “Union” as used herein shall include all regularly scheduled bus drivers, but excluding the transportation supervisor, mechanics, substitutes and all other certified and non-certified employees.

ARTICLE II UNION DUES

- Section 1. It shall be the policy of the Board to honor written authorizations for deductions from the payroll for Union dues and initiation fees to be paid to the Union. Such authorizations will be honored after not less than ninety (90) days of employment by the employee making the request. The remittance will be accompanied by a statement of the names of the employees for whom deductions are made.
- Section 2. With regard to the above initiation fees and union dues check off clauses, the Union hereby agrees to indemnify and hold the Board harmless from any and all liability that may arise in consequence of the application of such clauses. Payroll deduction shall be available to all employees for dues or contractual service fees as the employee may select, however, an employee

may elect to pay dues or contractual service fees directly. Said sum shall be certified in writing by the Union, as well as any increases or decreases there from. Said dues or contractual service fees shall be deducted in equal monthly installments. Initiation fees shall be deducted in one (1) installment.

Section 3. In the event that an employee covered by this Agreement shall fail to pay either dues or fees, the Union may, after written notice to the delinquent employee, institute suit against said employee for collection of the full yearly amount which, when received, shall be considered as a service fee.

Section 4. Any money deducted pursuant to payroll authorization for dues or fees shall be remitted to the proper party promptly.

Section 5. The Board agrees not to negotiate with any organization representing bus drivers, other than the Union, for the duration of this Agreement. Furthermore, the Board agrees not to negotiate with any employee or group of employees on any subject included in this Agreement, provided, however, that nothing contained in this provision shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the certified bargaining representative if the adjustment is not inconsistent with the terms of this Agreement.

Section 6. During the term of this Agreement, the Employer will honor written Authorization signed by any Employee for the deduction of voluntary Committee on Political Education (COPE) and/or SEIU Local 517M Political Action Committee contributions to the Union. Such written Authorizations shall be in a form consistent with Federal Law and this Agreement shall be in accordance with the standard form submitted to the Employer by the Union.

The Union shall notify the Employer, in writing, of the amount of Voluntary COPE contributions to be remitted to the Union. The Employer will cause such voluntary contributions to be remitted at the same time all other monthly remittances are forwarded to the Union, together with a written statement of the names of the Employees from whom deductions were made.

ARTICLE III REPRESENTATION

- Section 1. All employees covered by this Agreement shall be represented for the purpose of grievance procedure and negotiating by a bargaining committee to be chosen by the Union.
- Section 2. The Union shall notify the Board, in writing, of the names of the Union bargaining team, with their alternates, if such exists. Local and International Union officers are authorized to represent the Union during contract negotiations and grievance procedures, at no expense to the Board.
- Section 3. The names of the committeemen, stewards and alternates will be furnished to the Board in writing by the Union. They shall not function as such prior to such notice to the Board. Changes will be furnished as they occur. Alternates shall not function under this section except in the absence of the official for whom they are substituting.
- Section 4. Any committeeman or steward having an individual grievance in connection with his/her own work may ask for another local committeeman or steward to assist them in adjusting the grievance.
- Section 5. Special conferences may be arranged between the chairperson of the Union and the Board upon mutual agreement between both parties. They will be held at a mutually agreed upon time and place.
- Section 6. The Corunna Bus Driver Unit of Local 517M, S.E.I.U., and its members shall have the right to use a classroom at all reasonable hours for meetings, provided there is not a conflict with regular school programs or extracurricular activities. Bulletin boards in the bus driver's lounge will be made available to the Union and its members.

ARTICLE IV GRIEVANCE PROCEDURE

- Section 1. A grievance shall be an alleged violation of the expressed terms of this contract. All matters not included in this Agreement shall not be the basis of any grievance filed under the procedure outlined in this article.
- Section 2. Any employee having a specified grievance shall take the matter up with his/her bus supervisor, who shall attempt to adjust the matter, consistent with the terms of this Agreement, as soon as possible. If the employee so requests, the bus supervisor will arrange to have the employee's

committeeman or steward (as the case may be) represent him/her. The employee will not be required to continue discussion of the grievance after he/she has given all facts and requested relief to the supervisor if he/she does not desire to do so.

Section 3. Discussion and settlement of grievances and other work related Union business will be handled at a mutually acceptable time that will not interfere with the operation of the bus program, but, in case of emergency requiring immediate action, they will be discussed at the time of occurrence.

Section 4. Grievances, which are not so settled, shall be reduced in writing on appropriate forms signed by the employee. A copy shall be given to the bus supervisor, who shall attempt to settle the matter and will give his answer within five (5) regular working days.

- a. Prior to the time when a grievance is put into writing, or during the course of the grievance procedure, any member of the bargaining committee may review the facts on which the grievance is based, or the claims made by the grievant, with the appropriate supervisor.
- b. When a grievance is put into writing, there will be included or attached sufficient information so that it will be readily possible to determine the identity of the grievant(s), the date(s) when the grievance(s) occurred, the facts of the situation which created the grievance and other such information as will make it plain what the facts are which are claimed as the basis of the grievance. The written grievance shall also state clearly what relief is being sought.
- c. When written answers to grievances are required and the grievance complies with Sections 1 and 2 above, the answer, if favorable to the grievant, will describe exactly what will be done in settling the grievance. If not, the answer will include whatever details, dates and circumstances are involved, and the reason(s) relied on by the supervisor for denying the grievance.

Section 5. If the grievance is not settled by the bus supervisor, it may then be submitted to the Superintendent or his designated agent, who shall arrange a meeting to be held within ten (10) working days to discuss the grievance. He shall give his answer, in writing, within five (5) working days after said meeting.

Section 6. If the answer received is not acceptable, the grievance may be appealed to the Board Committee by sending a written notice with a copy of the grievance to the Secretary of the Board within ten (10) working days from the date the answer is received by the Union from the Superintendent. At the next regular meeting of the Board after the date of the appeal, the Board Grievance Committee will hold a meeting with the Union to attempt to satisfactorily resolve the grievance. Within ten (10) working days from the date of the meeting with the Board, the Board shall answer such grievance in writing. This decision shall be final and binding unless appealed within ten (10) working days from the date the Board's decision is received by the Union, or the Union requests arbitration of the grievance within ten (10) days from the date the answer is received.

Section 7. Grievances not presented to the bus supervisor within five (5) working days of when the occurrence first became known, or should have become known, will be deemed abandoned, and grievances not appealed from one step to the next step within ten (10) working days from the decision at any step will be considered settled on the basis of the last decision. The time limits contained in this article may be extended by written agreement between the parties.

Section 8. If, at any point in the grievance procedure, time limits are not followed by the Board, the grievance may be forwarded to the next step in the grievance or arbitration procedure, as appropriate, by the Union.

ARTICLE V ARBITRATION

Section 1. If the grievance is not settled at the Board level, it may be submitted to arbitration by an impartial arbitrator, and written notice setting forth the provision of the Agreement that is allegedly violated must be sent to the Secretary of the Board. In the event the parties are unable to agree upon an arbitrator within ten (10) working days from the date of the appeal, the American Arbitration Association will be asked to submit a list of five (5) arbitrators. Upon receipt of the list, the Union will first strike two (2) names, then the Board will strike two (2) names; the remaining person shall be the arbitrator, provided within thirty (30) days of notice of his appointment the arbitrator accepts and schedules a date for a hearing in the

matter which he is to decide. If the arbitrator does not so accept and schedule a hearing as above provided, the American Arbitration Association will again be requested to submit a list of five (5) names and the above procedure for selecting an arbitrator from the panel will be followed.

Section 2. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

Section 3. The decision of the arbitrator shall be final and conclusive, and binding upon employees, the Board and the Union, subject to the right of the Board or the Union to judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.

Section 4. Powers of the arbitrator are subject to the following limitations:

- a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. He shall have no power to establish salary scales or to change any salary.
- c. He shall have no power to change any policy or regulation of the Board not covered by the contract specifically.
- d. He shall have no power to decide any question, which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interferences with such responsibilities, except as they may be specifically conditioned by this Agreement.
- e. He shall have no power to interpret state or federal law.
- f. He shall not hear any grievance previously barred from the scope of the grievance procedure.

Section 5. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

Section 6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the dispute will be settled in arbitration.

Section 7. No more than one (1) grievance may be considered by the arbitrator at the same time, except upon expressed written mutual consent.

- Section 8. The cost of the arbitrator shall be borne by the party which loses. Each party shall assume its own cost for representation, including any expense of witnesses.
- Section 9. Where no wage or fringe benefit loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make the monetary adjustment and the arbitrator shall have no power to order one.
- Section 10. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

ARTICLE VI SENIORITY

- Section 1. For the purpose of this Agreement, employees are defined as follows:
- a. Regular hourly rated employees: Those employees who have completed sixty-five (65) work days of employment during any six (6) month calendar period that school is in session.
 - b. Probationary employees: Those employees hired at an hourly rate with the understanding that they may become regular employees by completing the probation period with a satisfactory performance rating. Probationary employees do not have seniority.
- Section 2. Employees must complete the probation period to be eligible for fringe benefits of this Agreement.
- Section 3. When an employee acquires seniority, their name shall be placed on the seniority list. An up-to-date seniority list will be made available to all employees for their inspection, by posting such a list on appropriate bulletin boards at the beginning of each school year. Social security numbers of those employees who begin their work as a bus driver on the same day will be used to determine order of seniority. The employee with the lowest number made up of the last four (4) digits will have the highest seniority, while the employee with the highest number made up of the last four (4) digits will have the lowest seniority.
- Section 4. All regularly scheduled bus runs which pick up students at their homes or regular bus stops in the morning and take them to their homes or regular bus stops after school has been dismissed will be offered to bargaining unit employees in order of seniority.

Shuttle runs are those runs which are scheduled daily to transport students from their school and back to their school. Shuttle runs that are known at the time that bus runs are being built will be assigned to regularly scheduled bus runs. All other shuttle runs (those that become known after routes have been chosen by bargaining unit employees) will be assigned in order of seniority, unless it is an extension of a present run. Bargaining unit employees will be assigned to no more than one (1) shuttle run per day. Shuttle runs currently assigned to bargaining unit employees will continue to be assigned to bargaining unit employees. Extra trips are those bus trips, which are not scheduled on a daily basis.

a. Extra trips will be offered to highest seniority bargaining unit employees first and then to the next highest seniority on a fair continuing rotation basis until the total seniority list is exhausted, with the following exceptions:

1. On school days, prior to 5:00 p.m. all trips within a twelve (12) mile radius of the bus garage.
2. All trips within a seven (7) mile radius of the bus garage.
3. All overnight trips for F.F.A.

The above exceptions may be assigned to any certified bus driver at the discretion of the bus supervisor.

b. All overnight trips, except F.F.A. overnight trips, which will continue to be assigned as in the past, will be assigned to bargaining unit employees on the basis of seniority. No waiting time shall be paid on overnight trips. Bargaining unit employees shall be reimbursed up to \$15.00 per day for meals. Lodging with adult members of the group will be provided.

c. Drivers assigned to regularly scheduled bus runs shall complete those runs each day, unless on an authorized absence or on an assigned extra trip that conflicts with such a run. Maps or adequate directions will be provided upon request of the driver prior to driving extra trips.

d. Employees will be paid \$5.25 for each extra trip exceeding seven (7) hours for meals for which a receipt is presented to the bus supervisor. Employees will be paid for two (2) meals during those driving extra trips exceeding twelve (12) hours for which meal receipts are presented to the supervisor (not to exceed \$10.50 in reimbursement).

- Section 5. Seniority will be lost and the employee terminated if:
- a. He/she voluntarily resigns, is discharged for cause, or retires from the school system.
 - b. He/she fails to report for work, after lay-off, within ten (10) working days from the date he/she is recalled. Within two (2) working days from the date he/she is recalled, he/she must state his/her intent to return to work. Notice of recall may be made by telephone call or confirmed by certified mail to the employee's last known address.
 - c. An employee is absent from work for more than two (2) consecutive days without notifying the bus supervisor, and has no legitimate written reason, as determined by the Superintendent or his designee, for the absence.
 - d. He/she is off the active payroll for a period exceeding twelve (12) months, excepting those situations wherein an employee is covered by paid sick leave, lay-off, military leave or maternity leave.
- Section 6. The Board agrees to abide by applicable laws and regulations in regard to employees on military leave.

ARTICLE VII LAY-OFF AND RECALL

- Section 1. In the event the Board determines that a lay-off is necessary, the Board agrees to notify the Union at least five (5) days prior to such lay-off. In the event of lay-off, employees with the least seniority shall be laid off first and those with the highest seniority shall be called back to work first.
- Section 2. Employees who have acquired seniority and are laid off will retain their right for recall for a period of twenty-four (24) months from the date they were laid off.
- Section 3. In the event a laid-off employee chooses to continue receiving hospitalization insurance through the Corunna Public Schools, he/she may do so for a period of time allowed by law, not to exceed eighteen (18) months. The employee shall remit to the Board the required sums within such time said premiums are due and shall, and hereby does, hold the Board harmless from failure to pay such premiums timely.

ARTICLE VIII

ASSIGNMENTS, VACANCIES AND TRANSFERS

- Section 1. Prior to the start of each school year, regular bus routes for that year will be assigned to employees based upon the senior employee receiving first choice, followed in order by seniority of other employees until all routes are assigned. Minor changes in bus routes, which occur at the beginning of each school year, shall not be cause to change drivers assigned to those routes. All extra time resulting from absenteeism from kindergarten runs will be offered to regular bus drivers on a seniority basis at the discretion of the bus supervisor.
- Section 2. In the event a regular bus route becomes vacant during the school year, such vacancy will be posted on appropriate bulletin boards for a period of five (5) workdays. Employees who desire to fill such vacancy will notify the bus supervisor in writing within such five (5) day period. The Board will fill the vacancy, if applications are received from qualified employees, basing their selection on seniority of applicants, five (5) work days after the posting period. A vacancy created due to a driver filling another vacancy shall be filled for the remainder of the current school year at the discretion of the bus supervisor. Once a driver fills a vacancy he/she will not be eligible for other vacancies for the remainder of the current school year.
- Section 3. Temporary absence of regular drivers will not cause a vacancy to be posted. Such temporary absences will be filled by utilizing available laid-off employees first. In the absence of such employees, the vacancy shall be filled at the discretion of the bus supervisor.
- Section 4. All extra trips shall be assigned on a seniority rotation basis.
- Section 5. The bus supervisor will furnish all employees making a trip out of town with an emergency number and name that they can contact for assistance in case of mechanical failure or emergency. Any such calls will be at the Board's expense.

ARTICLE IX LEAVES OF ABSENCE

- Section 1. Bereavement Leave
Absence from duty for up to three (3) days with full pay shall be granted after notification has been made in the case of death of a Father, Stepfather,

Mother, Stepmother, Husband, Wife, Child, Stepchild, Sister, Stepsister, Brother, Stepbrother, Grandparents, Father-In-Law, Mother-In-Law, Grandchild, Brother-In-Law, or Sister-In-Law. Additional days may be granted at the discretion of the Superintendent of Schools. Such additional days will be deducted from accumulated sick leave.

A one (1) day funeral leave will be granted after notification has been made in the case of death of a member of the extended family or close friend. This day will be deducted from either the bus driver's personal leave days or the accumulated sick leave, at the bus driver's option.

Section 2. In the event a member of the employee's immediate family becomes critically ill, an employee may request use of accumulated sick days, up to five days, to be off work with pay. Immediate family is defined as spouse, children or stepchildren, mother, father, brother or sister.

Section 3. Jury Duty Leave. Employees requested to appear for jury qualification or service shall receive their pay from the Board for such work time lost as a result of such appearance or service, less any compensation received for such jury service.

Section 4. Personal leaves without pay. Personal leaves without pay will be presented to the bus supervisor for approval or disapproval twenty-four (24) hours prior to the date the leave is to begin, except in case of emergencies. Such leaves may be granted by the bus supervisor for legitimate personal reasons, and may be for a period not to exceed ten (10) days, except that extensions of ten (10) days each may be granted on the same basis.

Section 5. Union business. At the beginning of each school year, the Union shall be credited with a maximum of ten (10) days, without pay, to be used by officers of the Union. Such use will be at the discretion of the Union. Unused days will not be accumulative for use in succeeding years. The Union agrees to notify the bus supervisor in writing no less than forty-eight (48) hours in advance of taking such leave. Union time spent in negotiations, grievances and arbitration shall be without pay and will not be assessed against the ten (10) day maximum as stated above. No more than two (2) officers shall be absent at one (1) time, while using the maximum ten (10) days for Union business. Example: Two (2) officers attending a five (5) day convention will use up the total available time or one (1) officer attending a ten (10) day convention will use up the total available time.

Drivers will be scheduled for grievance hearings at times that will not interfere with their regular driving time.

Section 6. Child Care Leave. The Board agrees to abide by applicable laws and regulations concerning child care leave.

Section 7. It is expected that drivers will schedule medical and dental appointments of a non-emergency nature so they will not interfere with their regular working hours.

Section 8. The Family and Medical Leave Act of 1993 (F.M.L.A.) provides that an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12 month period for one or more of the following:

- Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- Because of the placement of a son or daughter with the employee for adoption or foster care.
- In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent of the employee has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

For a serious health condition, an eligible employee may elect, or the Board may require the employee, to substitute any of the accrued paid personal leave or sick leave of the employee for leave.

Leaves of absence, up to a maximum of twelve work weeks as provided by the F.M.L.A., without pay will be granted by the Board upon application for a serious health condition of the employee, of a spouse, son, daughter or parent.

Where paid leave is used by the employee, the employer is required to provide only enough combined paid and unpaid leave to total twelve workweeks.

During this twelve-workweek absence, the employee will be entitled to Board paid insurance protection.

“Parent” means the biological parent or an individual who stood in loco parentis to an employee. The term “son or daughter” is defined as

biological, adopted or foster child, a stepchild, legal ward, or a child of a person standing in loco parentis.

“Serious Health Condition” means an injury, illness, impairment, of physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility, or, continuing treatment by a health care provider.

All provisions and procedures contained within this article will conform to the statutory requirements provided under the F.M.L.A.

ARTICLE X HOURS OF WORK

Section 1. Employees shall receive their regular rate of pay for the hours they actually drive each day, plus fifteen (15) minutes per day to prepare their bus for travel. If single trips (elementary or secondary runs) are made, requiring a driver to report for work for a time period of less than one and one-half (1 ½) hours, either in the morning or the afternoon, the Board will pay for a minimum of one and one-half (1 ½) hours for that trip.

If the driver’s first trip of the day is less than the one and one half (1 ½) hours, the fifteen (15) minutes prep time will be added to the actual driver’s time. The driver will be compensated for the larger of the two (2) amounts, either the actual driving time plus the fifteen (15) minutes prep time or the minimum one and one-half (1 ½) hours.

In addition, if a bus driver is required to use a second bus for one of his/her assigned routes, an additional fifteen (15) minutes to prepare the bus for travel will be added to his/her driving time. These drivers will be paid the greater of the two (2) amounts – either the actual driving time plus the fifteen (15) minutes prep time or the minimum one and one-half (1 ½) hours.

Section 2. Employees taking extra trips will receive their usual hourly pay rate for time spent driving. Waiting time will be paid according to the following schedule:

July 1, 2005 – June 30, 2006: \$11.39 per hour

July 1, 2006 – June 30, 2007: \$11.63 per hour

Paid time will begin from the driver’s requested reporting-in time until their return. Employees would be paid waiting time for all meetings required by

the State or the district. This includes workshops, conferences, special programs, certification meetings and rectification meetings.

Section 3. All hours worked in excess of forty (40) hours per week will be compensated at the rate of one and one-half (1 ½) times one's weighted hourly rate.

Section 4. Certification and recertification classes will be paid at layover rate. No meetings will be paid other than those needed for certification or recertification of the driver. Professional development time at the beginning of the school year is to be paid at the driving wage. Route work preparation and driving routes prior to the start of school is to be paid at the following rates:

1. A maximum of two (2) hours of driving time will be allowed for each regular route during the preparation period.
2. A maximum of two (2) hours, per run, of mapping and route preparation, which includes phone calls, listing of students and other work associated with preparing maps, will be paid at layover rate.

Section 5. Drivers attending any workshop, conference or special program that is required by the Board but not required by the State Department of Education, or by state statute, will be compensated at an hourly rate equal to that of their regular driving wage.

Section 6. Drivers assigned to extra trips shall receive one (1) hour of regular pay if the driver reports to work from his/her home and the trip has been cancelled.

ARTICLE XI HOLIDAYS

Section 1. The following days shall be designated and observed as paid holidays for regular seniority employees:

Thanksgiving Day, Memorial Day and Christmas Day

Section 2. An employee must work their last scheduled work day prior to a listed holiday and the first scheduled work day after a listed holiday, or be on a paid leave of absence, with the exception of personal leave days, to be eligible for holiday pay.

ARTICLE XII SCHOOL CLOSINGS

The Board agrees to pay employees their usual compensation for all hours regularly scheduled during student in-session days as defined by the State of Michigan.

ARTICLE XIII WORKERS' COMPENSATION

Section 1. In the event an employee sustains an occupational injury, they shall be covered by applicable workers' compensation laws. The Board shall have the right to require reasonable proof that the injury is of a nature so as to necessitate the employee's absence, and the employee will be required to establish proof of injury as provided by workers' compensation laws.

Section 2. Compensation for work related injuries covered by workers' compensation shall be governed by the terms of the workers' compensation policy in effect.

Section 3. All time lost as a result of an injury covered by applicable workers' compensation will be considered as time worked for seniority purposes.

ARTICLE XIV PERSONAL DAYS, SICK & ACCIDENT INSURANCE

Section 1. Each employee covered by this Agreement shall be granted two (2) personal leave days per year, accumulative to three (3) days, with pay, for the purpose of conducting business affairs which cannot normally be conducted at times other than during working hours. Unused personal leave days shall accumulate as sick days.

Section 2. It shall be the responsibility of the employee to notify the bus supervisor at least twenty-four (24) hours prior to the start of the workday when they are to be absent and are to use a personal day.

Section 3. Personal days shall not be taken the first or last day of the school year, nor shall they be used to extend any holiday period, or school vacation period during the school year.

- Section 4. Long Term Disability. The Board shall provide each seniority employee, at no cost to the employee, disability coverage which shall provide no less than the following coverage:
- a. Benefits shall begin after a ninety (90) day waiting period. The benefits shall be paid at 66 2/3% of salary, up to a monthly maximum of one thousand five hundred (\$1,500) dollars.
 - b. Periods during which an employee is on paid sick leave, or is receiving payments under the workers' compensation act, will be counted as time worked for the purpose of accumulating seniority.
- Section 5. A maximum of one (1) day per month of employment will be provided each driver for sick leave according to the following schedule:
- July 1, 2005 to June 30, 2007: 90 days maximum accumulation
- The purpose of sick leave is to provide income protection for the employee during periods of involuntary absence from employment due to personal sickness or injury. A doctor's statement certifying the validity of inability to work is required by the Board.
- Section 6. Employees who may be granted an extended leave of absence must inform the Superintendent of their intent to return to work seven (7) work days prior to their return to work.
- Section 7. When an employee returns to work from an involuntary leave of absence, their seniority status will not be forfeited, and the employee may return to his/her former bus route, seniority permitting, if it exists.

ARTICLE XV HOSPITALIZATION INSURANCE AND LIFE INSURANCE

- Section 1. The Board will provide for each employee who applies for medical and hospitalization insurance an amount paid toward the premium according to the following schedule:
- July 1, 2005 to June 30, 2007: \$205.00/mo.
- Such insurance to be MESSA Super Care I or MESSA Choices II, provided the spouse of the employee does not have better or comparable coverage through their respective employer.
- Section 2. The Board will provide, for each employee who applies for it, a ten thousand dollar (\$10,000) term life insurance policy.

ARTICLE XVI **GENERAL**

- Section 1. All costs up to \$50.00 for physical examinations required by the Board or required by law will be at the expense of the Board. The Board reserves the right to select a physician to administer bus driver physical examinations.
- Section 2. A bulletin board will be erected for the use of the employees for posting notices of bonafide employee activities only. All such notices posted on the bulletin board must be signed by a member of the committee or Board representative. In no case shall advertising, political, obscene or scurrilous printed or written matter be placed on this bulleting board.
- Section 3. Any employee who observes a condition of work or equipment which he/she believes to be unsafe should report the same immediately to their supervisor. The Board agrees to make all reasonable provisions for the safety and health of its employees during the hours of their employment.
- Section 4. Employees shall be allowed to attach and file a statement outlining their disagreement with disciplinary notices placed in their personnel file.
- Section 5. The Board agrees to pay the cost for a commercial driver's license, as required by law to drive a bus. Payment would be made to a new bus driver after three (3) consecutive months of driving. Current employees to be paid upon receipt.

ARTICLE XVII **SAVINGS CLAUSE**

If any Article or Section or portion thereof of this Agreement, or any addendum thereto, should be held invalid by the operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and/or addenda shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section or portion thereof.

ARTICLE XVIII STRIKE PROHIBITION

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, are contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of education, without interruption of the school program; accordingly the Union agrees that during the term of this Agreement, neither the Union nor its members, nor any person acting in its behalf, will direct, instigate, participate in, encourage or support any strike against the Board by any employee covered by this Agreement, or any other employee of the Board.

ARTICLE XIX RIGHTS OF EMPLOYER

Section 1. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the laws of the State of Michigan and of the Federal Government of the United States. It is expressly agreed that all rights, which ordinarily vest in and have been exercised by the Board, except those, which are relinquished, within the terms of this Agreement, by the Board, shall continue to vest exclusively in and be exercised by the Board. Such rights shall include, by way of illustration and not by way of limitation, the following – except those areas specifically modified, agreed to or expressly limited by this Agreement.

- a. Manage and control its business, its equipment and its operations, and to direct the working forces and affairs of the Board.
- b. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
- c. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
- d. Adopt reasonable rules and regulations.

- e. Establish qualifications and then determine qualifications of the employees.
- f. Determine the size of the management organization, its functions, authority, and amount of supervision and table of organization.
- g. Establish course of instruction and in-service training programs for employees, and to require attendance at any workshop, conference, etc., by employees, including special programs during the workday.
- h. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- i. Continue the right to determine job content.
- j. Determine all methods and means to carry on the operation of the schools.

Section 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the laws of the State of Michigan and the laws of the United States.

Section 3. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement, except as wherein such rights have been granted within a specific Article or Section of this Agreement.

ARTICLE XX RETIREMENT

Section 1. All employees covered by this Agreement will receive the Board paid retirement program.

Section 2. It is agreed that the Board shall have no obligation to make retirement contributions on behalf of the employee to the “Member Investment Plan (MIP)” fund created by Public Act 91 of 1985. Contributions to that fund are the sole responsibility of the employee.

ARTICLE XXI COPIES OF AGREEMENT

Section 1. Copies of this Agreement shall be printed at the expense of the Board and presented to all employees now employed or hereafter employed by the Board.

Section 2. The Board will furnish to the local union five (5) copies of this Agreement in addition to those listed in Section 1 above.

ARTICLE XXII TERMS OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2005 and shall remain in full force and effect without change, addition or amendment from July 1, 2005 to June 30, 2008.

Section 2. At least sixty (60) days prior to expiration of this Agreement the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment.

Section 3. In the event a notice is given to re-open negotiations, this contract shall remain in full force and effect until a new Agreement is reached.

ARTICLE XXIII PAY RATES

2005-2006 SALARY

New Hire:	\$12.69
Step 1	\$13.52/hour
Step 2	\$14.13/hour
Step 3	\$14.74/hour
Step 4	\$15.48/hour
Step 5	\$16.32/hour
Layover	\$11.39/hour

2006-2007 SALARY

New Hire:	\$12.96
Step 1	\$13.80/hour
Step 2	\$14.43/hour
Step 3	\$15.05/hour
Step 4	\$15.81/hour
Step 5	\$16.66/hour
Layover	\$11.63/hour

2007-2008 Wage increase to be the same percentage as certified staff and will include discussions about insurance.

CORUNNA PUBLIC SCHOOLS BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL
517M, AFL-CIO

By _____
Its Local President

By _____
Its Business Representative

By _____
Its Unit Chairperson

By _____
Its Bargaining Committee Member

By _____
Its Bargaining Committee Member