

**2017-2018 and 2018-2019
Master Agreement**



**Between the
Corunna Public Schools'
Board of Education**

and the

**Corunna Public Schools Bus Drivers
Local 517M Service Employees
International Union AFL/CIO**

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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 reaffirmed 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 REPRESENTATION

- Section 1. All employees covered by this Agreement shall be represented for the purposes 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 schools will be made available to the Union and its members.
- Section 7. 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.

ARTICLE III 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 specific 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 of buildings and grounds, 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 emergence 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 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 IV 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. 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 3. 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 interference's 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 4. After a case on which the arbitrator is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

Section 5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the dispute will be settled in arbitration.

Section 6. No more than one (1) grievance may be considered by the arbitrator at the same time, except upon expressed written mutual consent.

Section 7. 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 8. 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 9. 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 V 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 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 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 the 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 the 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).
- e. If a driver cancels three trips in one high school sports season (as defined below)
 - i. August 1 - November 30
 - ii. December 1 - March 31
 - iii. April 1 - July 31

At the discretion of the transportation supervisor, said driver would be ineligible for trips until the start of the next sports season.

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.
- e. These requirements may be modified if good cause is shown.

Section 6. The Board agrees to abide by applicable laws and regulations in regard to employees on military leave.

ARTICLE VI 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 the insurance company, 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 VII 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.

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. The bus supervisor will furnish all employees making a trip out of town with an emergency number and name they can contact for assistance in case of mechanical failure or emergency. Any such calls will be at the Board's expense.

ARTICLE VIII 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 (5) 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) 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 conference 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 employees will schedule medical and dental appointments of 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.)
The Family and Medical Leave Act of 1993 (F.M.L.A.) provides that an eligible employee shall be entitled to FMLA leave as provided by Board Policy and that law.

ARTICLE IX 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 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 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 pay rate schedule for layover.

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 paid at a 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 the 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 X 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, (New Year's Day and Labor Day will be added as holidays for the 2017-2018 and 2018-2019 school years only)

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

ARTICLE XI SCHOOL CLOSING

The Board agrees to pay employees up to two days in the event school is cancelled for a snow day or other "act of God" day for the 2017-2018 school year and 2018-2019 school year only.

ARTICLE XII WORKERS' COMPENSATION

- Section 1. In the event an employee sustains an occupational injury, he/she 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 from work, 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 XIII 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, 2017 to June 30, 2018: 90 days maximum accumulation

July 1, 2018-June 30, 2019: 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 XIV HOSPITALIZATION INSURANCE AND LIFE INSURANCE

Section 1. By resolution, the Corunna Public Schools' Board of Education complies with Section 4 of Public Act 152 of 2011 Act by paying not more than 80% of the total annual costs of all medical benefit plans it contributes to for an employee. For members of the Corunna Public Schools Bus Drivers Local 517M Service Employees International Union AFL/CIO the board will pay for each eligible employee up to \$205 per month toward the premium of a district sponsored health care plan available to the employee. Should \$205 exceed 80% of the cost of single subscriber coverage, the district will pay a maximum of 80% of the cost of single subscriber.

Section 2. The Board will provide, for each employee who applies for it, a ten thousand dollar (\$10,000) term life insurance policy.

ARTICLE XV 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 bulletin 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.
- Section 6. When staff meetings are conducted, they shall be coordinated so that scheduling, safety concerns and other important work place issues can be discussed with a team approach to resolution. Such meetings shall be scheduled during non-driving times so that all transportation staff may attend.

ARTICLE XVI 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 XVII 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 neither the Union nor its members, nor any person 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 XVIII 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 assignments and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the rights 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 the hours worked, 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 management organizations, its functions, authority, 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 by 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 XIX 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 XX 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 one (1) copy of this Agreement in addition to those listed in Section 1 above.

ARTICLE XXI TERMS OF AGREEMENT

Section 1. This Agreement shall be effective pending Board approval and shall remain in full force and effect without change, addition or amendment from pending Board approval date to June 30, 2019.

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 XXII PAY RATES

- 1. 2017-18
 - a. All employees at the top of the salary schedule receive 2% off scale
 - b. Employees (four) who are currently in between steps or frozen at step one will advance to the next closest step and then one more step on the salary schedule

- 2. 2018-19
 - a. All employees at the top of the salary schedule receive 2% off scale
 - b. Employees (four) who are currently (in 2016-17) in between steps or frozen at step one will advance to their correct salary step. If they are moved to the top of the scale, they would not receive the additional 2% off scale.

BUS DRIVERS Salary Sheet	65 DAY PROBATION	1	2	3	4	5
2017-2019	\$13.96	\$14.87	\$15.55	\$16.21	\$17.04	\$18.24
LAYOVER RATE						
2017-2019	\$12.73					

CORUNNA PUBLIC SCHOOLS BOARD OF EDUCATION

By Jennifer Strauch Its President Date 10/16/17

By Demi Brad Its Secretary Date 10/16/17

By [Signature] Its Superintendent Date 10-16-

By [Signature] Its Assistant Superintendent Date 10/16/17

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 517M

By Wendy S Coon It's Local President Date 10-16-17

By [Signature] Its Business Representative Date 10/16/17

By Candace Lewis Its Unit Chairperson Date 10-16-17

By R Plenertosh Its Local Representative Date 10.16.17