

8/31/88

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

1985-1988 MASTER AGREEMENT
BETWEEN THE

CORUNNA BOARD OF EDUCATION
AND THE
CORUNNA PUBLIC SCHOOL BUS DRIVERS, LOCAL 79
SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

Corunna Public Schools





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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 79, 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 principles 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 therefrom. Said dues or contractual service fees shall be deducted in equal monthly installments. Initiation fees shall be deducted in one 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 the 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. 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 Drivers Unit of Local 79, SEIU, 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 Drivers' 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 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 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. These runs may be assigned to any certified bus driver at the discretion of the Bus Supervisor. Buses used for shuttle runs shall be those buses not normally used during that time. In the event that these buses are not available, buses scheduled for regular runs may be used.

Extra trips are those bus trips which are not scheduled on a daily basis. Extra trips will be assigned to bargaining unit employees on an equal hour basis 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 over night trips.

The above exceptions may be assigned to any certified bus driver at the discretion of the Bus Super-

visor.

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.

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, 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 regards to employees on military leave.

Section 7. An employee who is hereafter promoted to a position outside the bargaining unit shall accumulate seniority for a period of one (1) year after promotion. Thereafter, the employee shall retain, but not accumulate, seniority within the bargaining unit. During the first year, the employee may return to his/her former classification.

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 twelve (12) 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 twelve (12) 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 premium timely.

ARTICLE VIII. ASSIGNMENTS, VACANCIES AND TRANSFERS

Section 1. Prior to the start of each school year, regular bus routes for that school 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) work days. 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) working 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. An employee shall be granted a leave of absence of three (3) days without loss of pay upon the death of the employee's spouse, children, father, mother, brother, sister, grandchildren or step-grandchildren. Upon the death of the employee's grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law or legal guardian, an employee, upon request, may be granted up to three (3) days leave of absence, with pay, for the purpose of making funeral arrangements and/or attending the funeral. An employee may be required to substantiate deaths occurring outside the county.

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 to be off work with pay. Immediate family is defined as spouse, children or step-children, mother, father, brother or sister.

Section 3. Jury Duty Leave Employees requested to appear for jury qualification or services 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. Any bus driver qualifying for social security benefits will not be granted unpaid leave extensions. Bus drivers who are receiving social security survivorship benefits will be granted unpaid leave extensions.

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 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. Maternity Leave. The Board agrees to abide by applicable laws and regulations concerning maternity 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.

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 1/2) hours, either in the morning or the afternoon, the Board will pay for a minimum of one and one-half (1 1/2) hours for that trip.

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:

Sept. 1, 1985 - Aug. 31, 1988 - 1/2 regular hourly driving rate (50%)

Paid time will begin from the driver's requested reporting-in time until their return.

Section 3. All hours worked in excess of forty (40) hours per week will be compensated at the rate of one and one-half times (1 1/2) their usual hourly rate.

Section 4. Employees will be paid 1/2 their regular hourly driving rate (50%) for attending Bus Drivers Safety School as required by law. No meetings will be paid other than those needed for certification or re-

certification of the driver.

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 by 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 and Memorial 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, to be eligible for holiday pay.

ARTICLE XII. SCHOOL CLOSING

In the event that school is closed due to an Act of God or mechanical failure, employees will not be paid their usual compensation for all hours that were regularly scheduled for such days.

Should a bus driver collect unemployment benefits for days missed because of the conditions listed above, the amount received will be deducted from their annual wage.

In case the State of Michigan repeals the law requiring the make up of days or hours lost, Article XII of the 1982-85 contract will be in effect.

When school is in session drivers must report to work unless they are on authorized leaves of absence.

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.

Section 4. Accumulated sick leave may be used by the employee to cover periods of time not paid by Workers' Compensation.

ARTICLE XIV. PERSONAL DAYS AND SICK & ACCIDENT INSURANCE

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

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 work day when they are to be absent and are to use a personal day.

Section 3. Sick and Accident Insurance. The Board shall provide each seniority employee, at no cost to the employee, sick and accident coverage which shall provide no less than the following coverage:

- a. Benefits payable as of the eighth (8th) day of disability due to an accident and the eighth (8th) consecutive day of disability due to an illness.

b. Benefits for a maximum of fifteen (15) weeks will be paid according to the following schedule:

Sept. 1, 1985 - Aug. 31, 1986 \$50.00/per week

Sept. 1, 1986 - Aug. 31, 1987 \$65.00/per week

Sept. 1, 1987 - Aug. 31, 1988 \$80.00/per week

c. 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 4. A maximum of one (1) day per month of employment will be provided each driver for sick leave, according to the following schedule:

Sept. 1, 1985 - Aug. 31, 1986 -- 35 days maximum

accumulation. Sept. 1, 1986 - Aug. 31, 1987 --

40 days maximum accumulation. Sept. 1, 1987 -

Aug. 31, 1988 -- 45 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 may be required by the Board.

Section 5. Employees who may be granted an extended leave of absence must inform the Superintendent of their in-

tent to return to work seven (7) work days prior to their return to work.

Section 6. 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:

Sept. 1, 1985 - Aug. 31, 1986 -- \$40.00/month

Sept. 1, 1986 - Aug. 31, 1987 -- \$50.00/month

Sept. 1, 1987 - Aug. 31, 1988 -- \$60.00/month

Such insurance to be Blue Cross/Blue Shield MVF-1, provided the spouse of the employee does not have better or comparable coverage through their respective employer. The Blue Cross/Blue Shield MVF-1 program shall include the following additional riders: IMB-OB; ML; DCCR; D-45NM; Master Medical option 4; PDP-No co-pay; VST; FAE and Reciprocity.

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 \$30. 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 disci-

plinary notices placed in their personnel file.

ARTICLE XVII. SAVINGS CLAUSE

If any Article or Section or portion thereof of the 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 addendums 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, the Union nor its members, nor any person acting in its behalf, will not 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, 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 work day.
- 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 judgement 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 XX. RETIREMENT

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

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 September 1, 1985, and shall remain in full force and effect without change, addition or amendment from September 1, 1985 through August 31, 1988.

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. The contract may be re-opened by the Union for the purpose of re-negotiating Article XXIII (salary schedule) only, on the anniversary date of each year, upon sixty (60) days written notice.

Section 4. In the event a notice is given to re-open salary negotiations, this contract shall remain in full force and effect until a new Agreement is reached.

ARTICLE XXIII. PAY RATES

1985-86 SALARY

New
Hire: \$6.41

\$6.83

\$7.13

\$7.44

\$7.82

\$8.24

1986-87 SALARY

New
Hire: \$6.76

\$7.21

\$7.52

\$7.85

\$8.25

\$8.69

1987-88 SALARY

New
Hire: \$7.10

\$7.57

\$7.90

\$8.24

\$8.66

\$9.12

CORUNNA PUBLIC SCHOOLS BOARD OF EDUCATION

By _____
Its President

By _____
Its Secretary

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 79, AFL-CIO

By _____
Its Local President

By _____
Its Chairperson

By _____
Its Vice-Chairperson

By _____
Its Recording Secretary

By _____
Its Chief Steward





